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Bobcat Gas Storage: Original Volume No. 1

FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

of

BOBCAT GAS STORAGE

Filed with The
Federal Energy Regulatory Commission

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PRELIMINARY STATEMENT

Bobcat Gas Storage ("Bobcat") owns and operates a natural gas storage facility in St. Landry Parish, Louisiana. Bobcat utilizes this storage facility to receive, inject, store, withdraw, and deliver natural gas transported in interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC" or "Commission"). Bobcat's storage facility is connected to the facilities of the following five (5) interstate pipelines: ANR Pipeline, Florida Gas Transmission, Gulf South Pipeline, Transcontinental Gas Pipeline , and Texas Eastern Transmission.

This FERC Gas Tariff Original Volume No. 1 of Bobcat contains the Rates and Charges, Rate Schedules, General Terms and Conditions, and the Forms of Service Agreements applicable to open-access storage services and other services performed by Bobcat.

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MAP OF SYSTEM

A system map reflecting Bobcat's facilities as constructed will be set forth on this tariff sheet and posted on Bobcat's Internet Web Site (www.bobcatstorage.com).

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STATEMENT OF CURRENTLY EFFECTIVE RATES

RATE SCHEDULE FSS CHARGES - FIRM STORAGE SERVICE

| UNITS | | RATE |
|-------|----------------------------|--------------------------------------|
| | Storage Reservation Charge | Market Based/Negotiable \$/Dth/Month |
| | Storage Injection Charge | Market Based/Negotiable \$/Dth |
| | Storage Withdrawal Charge | Market Based/Negotiable \$/Dth |
| | Excess Injection Charge | Market Based/Negotiable \$/Dth |
| | Excess Withdrawal Charge | Market Based/Negotiable \$/Dth |
| | Fuel Reimbursement | Market Based/Negotiable \$/Dth |

or in kind

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Storage Service Agreement and all other applicable surcharges.

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STATEMENT OF CURRENTLY EFFECTIVE RATES

RATE SCHEDULE ISS CHARGES - INTERRUPTIBLE STORAGE SERVICE

| | | RATE | UNITS |
|-------------------------------------|-------------------------|--------------------|------------|
| Interruptible Daily Capacity Charge | Market Based/Negotiable | \$/Dth/time period | |
| Interruptible Injection Charge | Market Based/Negotiable | \$/Dth/time period | |
| Interruptible Withdrawal Charge | Market Based/Negotiable | \$/Dth/time period | |
| Interruptible Receipt Charge | Market Based/Negotiable | \$/Dth/time period | |
| Interruptible Delivery Charge | Market Based/Negotiable | \$/Dth/time period | |
| Inventory Transfer Charge | Market Based/Negotiable | \$/Dth | |
| Fuel Reimbursement | Market Based/Negotiable | \$/Dth | or in kind |

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Interruptible Storage Service Agreement and all other applicable surcharges.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm Gas storage service from Bobcat, provided that:

- 1.1 Bobcat has determined that it has sufficient available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
- 1.2 Customer and Bobcat have executed a Firm Storage Service Agreement under this Rate Schedule; and
- 1.3 Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule.
- 1.4 Availability of service under this Rate Schedule shall be subject to a determination by Bobcat that its performance of the service requested hereunder shall not cause a reduction in Bobcat's ability to provide other firm services under then effective Storage Service Agreements.
- 1.5 Service under this Rate Schedule may not be available to the extent that Bobcat would be required to construct, modify, expand, or acquire any facilities to enable Bobcat to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm storage service rendered by Bobcat to Customer through use of Bobcat's storage facility located in St. Landry Parish, Louisiana pursuant to an executed Firm Storage Service Agreement.

- 2.1 Firm storage service rendered to Customer under this Rate Schedule shall consist of:
 - (a) The receipt on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Injection Quantity ("MDIQ") as stated in the executed Firm Storage Service Agreement, plus Fuel Reimbursement at the Point(s) of Receipt located on Bobcat's system and the injection of Gas so received into storage, provided that Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity;
 - (b) The storage of Gas in amounts up to Customer's Maximum Storage Quantity ("MSQ");

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(Continued)

(c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") and the delivery of such Gas to the Point(s) of Delivery located on Bobcat's system, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantity Customer nominated for withdrawal on such Day.

2.2 Provided that the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Bobcat without detriment to Bobcat's facilities and/or Bobcat's ability to meet its firm obligations to other Customers, Bobcat may, upon Customer's request and after confirmation by Customer's Transporter, schedule and inject, on an Interruptible basis, quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's Maximum Storage Quantity.

2.3 Provided that such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Bobcat without detriment to Bobcat's facilities and/or Bobcat's ability to meet its firm obligations to other Customers, Bobcat may, upon Customer's request and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantities Customer nominated for withdrawal on such Day.

3. RATES AND CHARGES

Customer shall pay rates and charges for firm storage service under this Rate Schedule including the applicable storage rate components set forth in the FSS Rate Statement and as described below:

- (a) Storage Reservation Charge. Customer shall pay to Bobcat the Storage Reservation Charge set forth in the applicable Firm Storage Service Agreement for each Month during which service is provided by Bobcat under this Rate Schedule.
- (b) Storage Injection Charge. Customer shall pay to Bobcat the Storage Injection Charge set forth in the applicable Firm Storage Service Agreement for each Dth of Customer's Gas delivered to Bobcat for injection into Bobcat's facilities pursuant to Section 2.1(a) of this Rate Schedule.

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(Continued)

- (c) Storage Withdrawal Charge. Customer shall pay to Bobcat the Storage Withdrawal Charge set forth in the applicable Firm Storage Service Agreement for each Dth of Customer's Gas withdrawn from Bobcat's facilities pursuant to Section 2.1(c) of this Rate Schedule.
- (d) Excess Injection Charge. Customer shall pay to Bobcat the Excess Injection Charge set forth in the applicable Firm Storage Service Agreement for each Dth of Customer's Gas delivered to Bobcat for injection into Bobcat's facilities pursuant to Section 2.2 of this Rate Schedule.
- (e) Excess Withdrawal Charge. Customer shall pay to Bobcat the Excess Withdrawal Charge set forth in the applicable Firm Storage Service Agreement for each Dth of Customer's Gas withdrawn from Bobcat's facilities pursuant to Section 2.3 of this Rate Schedule.
- (f) Fuel Reimbursement. Customer shall pay to Bobcat the amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Storage Service Agreement.
- (g) Regulatory Fees and Charges. Customer shall reimburse Bobcat for all fees and charges, as required by the FERC or any other regulatory body, which are related to service provided under this Rate Schedule.
- (h) Taxes. Customer shall reimburse Bobcat for all applicable taxes as may be assessed upon Bobcat as a result of service provided under this Rate Schedule.

4. INVOICES

Each invoice for firm storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Firm Storage Service Agreement.

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(Continued)

6. AUTHORIZATION, RATES, TERMS, AND CHANGES

6.1 The Firm Storage Service Agreement and the respective obligations of the parties thereunder are subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Bobcat to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 Bobcat shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Storage Service Agreement executed by the parties shall be deemed to include any changes that are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any market-based rates negotiated between Bobcat and its Customer(s) shall remain in effect during the term(s) of the Firm Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Bobcat's capability to receive or deliver quantities is impaired so that Bobcat is unable to receive or deliver the quantities provided for in its Firm Storage Service Agreements with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

At least sixty (60) Days prior to the end of the primary term or any renewed term of Customer's Firm Storage Service Agreement, Bobcat shall notify Customer to withdraw all of the firm Storage Inventory held in storage by Bobcat for the account of Customer. Bobcat's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to Customer. Before the end of the term of the applicable Firm Storage Service Agreement, Customer must either physically withdraw the Gas or indicate to Bobcat in writing that it desires to have Bobcat cash out the Gas on mutually agreeable terms.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(Continued)

In the event Bobcat is unable to withdraw Customer's properly nominated volumes, up to the Customer's MDWQ, on any Day during the last 30 days prior to the expiration of the applicable Firm Storage Service Agreement, then the term of the Agreement shall be extended by the number of Days Bobcat is unable to tender quantities of Gas for redelivery to Customer.

In the event that Customer has not renewed its Firm Storage Service Agreement for the next Contract Year and fails to withdraw all of its Working Storage Gas by the end of the term of the applicable Firm Storage Service Agreement, then, at Bobcat's option, and upon forty-eight (48) hours notice, Bobcat will store such Working Storage Gas under the provisions of Rate Schedule ISS or Bobcat may retain such quantities of Working Storage Gas free and clear of any adverse claims.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FSS, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this Rate Schedule FSS shall control.

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible Storage Service from Bobcat, provided that:

- (a) Bobcat has determined that it has sufficient operationally available storage capacity and injection or withdrawal capacity to perform the service Customer has requested under this Rate Schedule;
- (b) Bobcat has determined that the service Customer has requested under this Rate Schedule will not interfere with efficient operation of its system or with Higher Priority Service;
- (c) Customer and Bobcat have executed an Interruptible Storage Service Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any transportation service required for utilization of the service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that Bobcat would be required to construct, modify, expand, or acquire any facilities to enable Bobcat to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible service rendered by Bobcat to Customer through use of Bobcat's storage facility located in St. Landry Parish, Louisiana pursuant to an executed Interruptible Storage Service Agreement.

Interruptible storage service rendered to Customer under this Rate Schedule shall consist of:

- (a) The receipt on any Day of Gas at the Point(s) of Receipt on Bobcat's system per Customer's nomination up to the Maximum Daily Receipt Quantity ("MDRQ") specified in the applicable Interruptible Storage Service Agreement; and/or
- (b) Injection into storage of Customer's Gas, less Fuel Reimbursement, per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in the applicable Interruptible Storage Service Agreement; and/or
- (c) The storage of Gas in amounts not to exceed Customer's Maximum Storage Quantity ("MSQ") set forth in the applicable Interruptible Storage Service Agreement; and/or
- (d) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") set forth in the applicable Interruptible Storage Service Agreement; and/or

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- (e) The delivery on any Day of Gas to the Point(s) of Delivery located on Bobcat's system per Customer's nomination up to the Maximum Daily Delivery Quantity ("MDDQ") stated in the Interruptible Storage Service Agreement.

To the extent storage capacity that is utilized by an Interruptible Customer hereunder is needed by Bobcat in order to satisfy Bobcat's obligations to Higher Priority Service, Bobcat shall require Customer to withdraw all, or any portion of, Customer's Interruptible Storage Inventory within ten (10) Days of Bobcat's notice, or such longer period as may be otherwise allowed by Bobcat at Bobcat's sole discretion. Unless Bobcat otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw its Interruptible Storage Inventory as noticed by Bobcat, then Bobcat may take, free and clear of any adverse claims, title to such Interruptible Storage Inventory as Customer was instructed to withdraw. Bobcat's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to Customer.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible service under this Rate Schedule including the applicable rate components set forth in the ISS Rate Statement and as described below:

- (a) Interruptible Daily Capacity Charge. If applicable, Customer shall pay to Bobcat the Interruptible Daily Capacity Charge set forth in the Interruptible Storage Service Agreement for each Dth of Customer's Gas held in Bobcat's facilities each Day pursuant to Section 2(c) of this Rate Schedule, up to Customer's Maximum Storage Quantity specified in the applicable Interruptible Storage Service Agreement.
- (b) Interruptible Injection Charge. If applicable, Customer shall pay to Bobcat the Interruptible Injection Charge set forth in the Interruptible Storage Service Agreement for each Dth of Customer's Gas delivered to Bobcat for injection into Bobcat's facilities pursuant to Section 2(b) of this Rate Schedule.
- (c) Interruptible Withdrawal Charge. If applicable, Customer shall pay to Bobcat the Interruptible Withdrawal Charge set forth in the Interruptible Storage Service Agreement for each Dth of Customer's Gas withdrawn from Bobcat's facilities pursuant to Section 2(d) of this Rate Schedule.

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE
(Continued)

3. RATES AND CHARGES (Continued)

- (d) Interruptible Receipt Charge. If applicable, Customer shall pay to Bobcat the Interruptible Receipt Charge set forth in the Interruptible Storage Service Agreement for each Dth of Gas received on Bobcat's facilities pursuant to Section 2(a) of this Rate Schedule.
- (e) Interruptible Delivery Charge. If applicable, Customer shall pay to Bobcat the Interruptible Delivery Charge set forth in the Interruptible Storage Service Agreement for each Dth of Gas delivered on Bobcat's facilities pursuant to Section 2(e) of this Rate Schedule.
- (f) Fuel Reimbursement. Customer shall pay to Bobcat the amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in the applicable Interruptible Storage Service Agreement.
- (g) Regulatory Fees and Charges. Customer shall reimburse Bobcat for all fees and charges, as required by the FERC or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in the applicable Interruptible Services Agreement.
- (h) Taxes. Customer shall reimburse Bobcat for all applicable taxes as may be assessed upon Bobcat as a result of service provided under this Rate Schedule.

4. INVOICES

Each invoice for Interruptible service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Interruptible Storage Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Interruptible Storage Service Agreement.

6. AUTHORIZATION, RATES, TERMS, AND CHANGES

- 6.1 The Interruptible Storage Service Agreement and the respective obligations of the parties thereunder are subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Bobcat to provide the service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE
(Continued)

6. AUTHORIZATION, RATES, TERMS, AND CHANGES (Continued)

6.2 Bobcat shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Interruptible Storage Service Agreement executed by the parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to a Customer's right to protest the same; provided, however, that any market-based rates negotiated between Bobcat and its Customer(s) shall remain in effect during the term of the Interruptible Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Bobcat's capability to receive or deliver quantities is impaired so that Bobcat is unable to receive or deliver the quantities provided for in its Interruptible Storage Service Agreement with Customer, then receipts, injections, capacity, withdrawals, and/or deliveries will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE
(Continued)

8. EXPIRATION OF TERM

No less than ten (10) Days prior to the end of the term as specified in Customer's Interruptible Storage Service Agreement, Bobcat shall notify Customer to withdraw all of the quantities in Customer's Interruptible Storage Inventory; provided, however, any term in Customer's Interruptible Storage Service Agreement of ten (10) Days or less shall not require such foregoing notice, but shall be deemed to have been given upon the first Day of the primary term or the renewed term of such Interruptible Storage Service Agreement. Bobcat's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the term set forth in Customer's Interruptible Storage Service Agreement, Customer must either physically withdraw Gas or indicate to Bobcat in writing that it desires to have Bobcat cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the term set forth in Customer's Interruptible Storage Service Agreement, Customer neither has withdrawn the Gas nor indicated in writing to Bobcat that it desires to exercise the cash out option, then Bobcat may take, free and clear of any adverse claims, title to such remaining Interruptible Storage Inventory that Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its Interruptible Storage Inventory due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term set forth in Customer's Interruptible Storage Service Agreement, but the rates and charges under this Rate Schedule shall continue in effect until all of Customer's Interruptible Storage Inventory has been withdrawn.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this Rate Schedule shall control.

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GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the General Terms and Conditions of Bobcat's currently effective FERC Gas Tariff shall apply to all Gas services rendered by Bobcat under any Service Agreement, including, but not limited to, service under Rate Schedules FSS and ISS.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS

- 2.1. "Agreement" or "Service Agreement" means the applicable Firm Storage Service Agreement or Interruptible Storage Service Agreement executed by Customer and Bobcat and any exhibits, attachments, and/or amendments thereto.
- 2.2. "Action Alert" shall have the meaning set forth in Section 5.5(f) of these General Terms and Condition.
- 2.3. Bcf" means one billion (1,000,000,000) cubic feet.
- 2.4. "Btu" means one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five-tenths degrees (59.5 degrees) Fahrenheit. The reporting basis for Btu is 14.73 dry psia and 60 degrees Fahrenheit (101.325 kPa and 15 degrees C, and dry).
- 2.5. "Business Day" means Monday through Friday, excluding federal banking holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.
- 2.6. "Contract Year" means the twelve (12)-month period beginning on the date service under which Service Agreement commences and each subsequent twelve-month period thereafter during the term of the applicable Storage Service Agreement.
- 2.7. "Critical Notices" means information pertaining to Bobcat conditions that affect scheduling or adversely affect scheduled Gas flow.
- 2.8. "A cubic foot of Gas" equals the volume of Gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psia, and dry.
- 2.9. "Customer" means the party who executes a Service Agreement with Bobcat.
- 2.10. "Day" means a period beginning at 9:00:00 a.m. (Central Clock Time ("CCT")) and ending at 8:59:59 on the following day.
- 2.11. "Dekatherm" ("Dth") means the quantity of heat energy equivalent to 1,000,000 Btu. One "Dekatherm" of Gas means the quantity of Gas that contains one Dekatherm of heat energy.
- 2.12. "Elapsed-Prorated-Scheduled Quantity" means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- 2.13. "Excess Injection Charge" means the amount a Customer shall pay to Bobcat for each Dth of Gas delivered to Bobcat for injection into storage in accordance with Section 2.2 of Rate Schedule FSS pursuant to an executed Firm Storage Service Agreement.
- 2.14. "Excess Withdrawal Charge" means the amount a Customer shall pay to Bobcat for each Dth of Customer's Gas withdrawn from Bobcat's facilities in accordance with Section 2.3 of Rate Schedule FSS pursuant to an executed Firm Storage Service Agreement.
- 2.15. "FERC" means the Federal Energy Regulatory Commission or any successor agency.
- 2.16. "Fuel Reimbursement" shall have the meaning set forth in Section 18 of the General Terms and Conditions of this FERC Gas Tariff.
- 2.17. "Gas" means natural gas in its natural state, produced from wells, including casinghead gas produced with crude oil, natural gas from gas wells and residue gas resulting from processing both casinghead gas, gas well gas and natural gas received from the regasification facilities of a liquefied natural gas terminal.
- 2.18. "Higher Priority Service" means any firm service.
- 2.19. "Internet Web Site" means Bobcat's HTML web site accessible via the Internet's World Wide Web and located at <http://www.bobcatstorage.com> or such other third party site as Bobcat may designate.
- 2.20. "Interruptible" means that the interruptible services are subject to interruption at any time by Bobcat. A Customer may be required to withdraw Gas held in storage pursuant to an Interruptible Storage Service Agreement, or provide Gas to Bobcat, should such capacity or quantities be required by a Higher Priority Service.
- 2.21. "Intraday Nomination" means a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Day and runs through the end of that Day.
- 2.22. "Maximum Daily Delivery Quantity" or "MDDQ" means the maximum quantity of Gas, expressed in Dths, specified in Exhibit A of Customer's Storage Service Agreement, that Customer may nominate and that Bobcat shall deliver at a Point of Delivery located on its header system at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by Bobcat in its sole and reasonable judgment, the maximum quantity may be delivered at rates of flow which deviate from constant hourly rates over the course of such Day.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- 2.23. "Maximum Daily Injection Quantity" or "MDIQ" means the maximum quantity of Gas, expressed in Dth, specified in Exhibit A of Customer's Storage Service Agreement, that Customer may nominate and that Bobcat shall receive at all Point(s) of Receipt located on its header system for injection into storage each Day at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by Bobcat in its sole and reasonable judgment, the maximum quantity may be injected at rates of flow which deviate from constant hourly rates over the course of such Day.
- 2.24. "Maximum Daily Receipt Quantity" or "MDRQ" means the maximum quantity of Gas, expressed in Dths specified in Exhibit A of Customer's Storage Service Agreement that Customer may nominate and that Bobcat shall receive at each Point of Receipt located on its header system at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by Bobcat in its sole and reasonable judgment, the maximum quantity may be received at rates of flow which deviate from constant hourly rates over the course of such Day.
- 2.25. "Maximum Daily Withdrawal Quantity" or "MDWQ" means the maximum aggregate quantity of Gas, expressed in Dth, that Customer may nominate and that Bobcat shall withdraw from storage and tender to Customer at all Point(s) of Delivery located on Bobcat's system each Day at constant hourly rates of flow over the course of such Day. As determined by Bobcat in its sole and reasonable judgment, the maximum quantity may be withdrawn at rates of flow which deviate from constant hourly rates over the course of such Day.
- 2.26. "Maximum Storage Quantity" or "MSQ" means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in Bobcat's storage facility located in St. Landry Parish, Louisiana, at any given time as specified in the applicable Service Agreement.
- 2.27. "Month" means the period beginning at 9:00:00 a.m. Central Clock Time on the first Day of a calendar month and ending at 8:59:59 a.m. Central Clock Time on the last Day of such month.
- 2.28. "Operational Flow Order" or "OFO" means an order issued to alleviate conditions that threaten or could threaten the safe operations or system integrity of Bobcat's system or to maintain operations required to provide efficient and reliable firm service. Whenever Bobcat experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- 2.29. "Point(s) of Delivery" means the point or points located on Bobcat's system specified in Customer's Service Agreement at which Bobcat shall tender Gas to Customer pursuant to the applicable Service Agreement.
- 2.30. "Point(s) of Receipt" means the point or points located on Bobcat's system specified in Customer's Service Agreement at which Bobcat shall receive Gas from Customer pursuant to the applicable Service Agreement.
- 2.31. "Psig" means pounds per square inch, gauge.
- 2.32. "Releasing Customer" means a Customer who has agreed to release some or all of its rights under its Firm Storage Service Agreement.
- 2.33. "Replacement Customer" means a Customer who has assumed any released rights to capacity of a Releasing Customer.
- 2.34. "Storage Injection Charge" means the amount a Customer shall pay to Bobcat for each Dth of Gas delivered to Bobcat for injection into storage in accordance with Section 2.1(a) of Rate Schedule FSS pursuant to an executed Firm Storage Service Agreement.
- 2.35. "Storage Inventory" means the quantity of working Gas, expressed in Dths, which a Customer has in place in Bobcat's storage facilities for Customer's account pursuant to a Service Agreement, provided that the Storage Inventory shall never exceed Customer's Maximum Storage Quantity as specified in the applicable Storage Service Agreement.
- 2.36. "Storage Reservation Charge" means the amount a Customer shall pay to Bobcat each month as a result of Bobcat reserving storage capacity for such Customer pursuant to an executed Firm Storage Service Agreement.
- 2.37. "Storage Service Agreement" means a Firm Storage Service Agreement or an Interruptible Storage Service Agreement.
- 2.38. "Storage Withdrawal Charge" means the amount a Customer shall pay to Bobcat for each Dth of Customer's Gas withdrawn from Bobcat's facilities in accordance with Section 2.1(c) of Rate Schedule FSS pursuant to an executed Firm Storage Service Agreement.
- 2.39. "Transporter" means the Customer's transporter designated to deliver Gas to the Point(s) of Receipt or Customer's transporter designated to receive Gas from the Point(s) of Delivery.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE

This Section provides the process by which requests for service shall be made when unsubscribed storage capacity becomes available or Bobcat proposes to expand its existing facility. Bobcat will provide not unduly discriminatory access to storage capacity to all Customers including, without limitation, local distribution companies, end-users, producers, liquefied natural gas re-gasifiers, brokers, marketers, and other potential Customers who desire such service. Bobcat's obligation to provide firm service shall be subject to the availability of existing firm capacity to provide the requested service.

3.1 Firm Storage Service Procedures

To obtain firm storage service, Customers must bid for firm capacity under the procedures set forth under this Section 3.1 (or submit a request for Firm storage service if service is sought outside an open season), execute a Service Agreement under Rate Schedule FSS and comply with the nomination procedures set forth under Section 7 (Nominations and Scheduling) of these General Terms and Conditions.

(a) Firm Storage Open Season.

- (1) Notice of open season. Prior to the proposed commencement of new firm service, or at the expiration of any long-term (primary term of one (1) year or more) Firm Storage Service Agreement with a Customer, Bobcat shall post notice of the open season on its Internet Web Site, at least ten (10) days prior to commencement of an open season. Such notice shall specify when the open season begins and ends, where interested parties may submit requests for Firm storage services, the minimum rates, if any, Bobcat will accept for the available capacity, and how interested parties may obtain forms for requesting service and additional details about the open season.
- (2) Duration. The open season shall commence at the time and day specified and for the term indicated in the notice of open season. During this time, Bobcat will accept requests for the Firm storage service to be available in its facilities.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.1 Firm Storage Service Procedures (Continued)

(a) Firm Storage Open Season (Continued)

- (3) During the allocation process conducted as part of an open season, should requests for Firm storage service exceed available capacity, capacity will first be allocated to the highest present value bids, as determined by Bobcat in its sole discretion, received for Firm Storage Service. When remaining unallocated capacity is not sufficient to meet the next highest present value bidder's capacity requirements for Firm storage service, that next highest bidder may decline the remaining capacity. Bobcat will then offer the remaining capacity to the next highest bidder, until all the remaining capacity is allocated.
- (4) Should two or more bidders submit bids with identical present values, as determined by Bobcat in its sole discretion, and there is insufficient remaining capacity available to serve such prospective Customers, then capacity will be allocated to such prospective Customers on a pro rata basis.
- (5) Execution of Agreements. A prospective Customer allocated service in an open season shall be required to execute one or more Storage Service Agreements no later than 30 days following the close of the open season or forfeit the service that has been allocated to it.
- (6) Bobcat will accept requests for Firm storage service for any capacity remaining available after an open season. The remaining capacity shall be allocated on a first come, first served basis. That is, the first creditworthy prospective Customer offering to pay a rate for service that Bobcat finds acceptable shall be allocated capacity.

- (b) Firm Storage Service Request Fee. All requests for Firm storage service shall be accompanied by a deposit in the amount of the lesser of ten thousand dollars (\$10,000) or the aggregate reservation charges that would be due for three months of such requested service, which amount shall be applied, until fully used, against the first amounts due by Customer to Bobcat as reservation charges; provided, however, that if the request is not accepted by Bobcat or if service is not otherwise offered, Bobcat will refund the deposit within thirty (30) Business Days after notice to potential Customer that Bobcat has not accepted the request.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.2 Interruptible Storage Service Procedures

(a) To obtain interruptible storage service, Customer must submit a request for service to Bobcat, Customer and Bobcat must have executed a Service Agreement under Rate Schedule ISS after Customer has provided all information reasonably requested by Bobcat and Bobcat has found Customer to be creditworthy, and Customer must comply with the nomination procedures set forth under Section 7 (Nominations and Scheduling) of these General Terms and Conditions.

(b) Procedures to Obtain Interruptible Storage Capacity

(1) General

If and when interruptible storage capacity on Bobcat's existing facilities becomes available, Customers or potential Customers shall contract for such storage capacity pursuant to the procedures set forth under this Section 3.

Bobcat will satisfy all requests for interruptible storage capacity, which are feasible given existing facilities and which can be fulfilled without impairment of existing contractual obligations and without affecting the integrity of Bobcat's storage facilities.

(2) Internet Web Site Posting Procedure

Bobcat shall maintain information on its website that sets forth the capacity available under Rate Schedule ISS at applicable Point(s) of Receipt and Points(s) of Delivery and any discounts currently being offered.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.3 Requests for Service

- (a) General. Any prospective Customer wishing to obtain service from Bobcat under this FERC Gas Tariff (other than firm storage service provided as a result of an open season) shall submit in writing to Bobcat a request for service in substantially the same format as that shown in Section 22. Such request may be delivered in person or submitted by United States mail, overnight courier service, facsimile transmission, or e-mail. Bobcat shall evaluate and respond to prospective Customer's request within five (5) Business Days of its receipt.

Requests for service may be sent to:

Bobcat Gas Storage
Attn: Jamie Craddock, Senior VP Marketing
11200 Westheimer, Suite 625
Houston, Texas 77042
Telephone: 713-800-3510
Facsimile: 713-800-3540
E-mail: jcraddock@bobcatstorage.com

- (b) Creditworthiness. Bobcat shall not be required to perform or to continue service under any Rate Schedule on behalf of any Customer or prospective Customer who is or has become insolvent, however evidenced, or who, at Bobcat's request, fails within a reasonable period to demonstrate creditworthiness in a manner reasonably acceptable to Bobcat; provided, however, that such Customer or prospective Customer may receive service under any Rate Schedule if it provides Financial Assurances pursuant to Section 24.7 of these General Terms and Conditions. A prospective Customer shall be deemed creditworthy if the prospective Customer has an Acceptable Credit Rating, as defined in Section 24.7 of these General Terms and Conditions.

3.4 Additional Information.

- (a) Customer or prospective Customer shall promptly provide such information as may be reasonably required by Bobcat, at any time during the term of service under a Storage Service Agreement, to enable Bobcat to determine Customer's or prospective Customer's creditworthiness.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.4 Additional Information (Continued)

- (b) After receipt of a request for service, Bobcat may require that prospective Customer furnish additional information as a prerequisite to Bobcat offering to execute a Storage Service Agreement with such prospective Customer. Such information may include proof of prospective Customer's lawful right and/or title to cause the Gas to be delivered to Bobcat for service under this FERC Gas Tariff and of prospective Customer's contractual or physical ability to cause such Gas to be delivered to and received from such prospective Customer's designated Point(s) of Delivery and/or Receipt.
- (c) Should a Customer or a prospective Customer desire Bobcat to provide service pursuant to Section 311 of the Natural Gas Policy Act, it shall provide to Bobcat a statement warranting that it complies with all requirements for receiving service pursuant to Section 311 and the FERC's regulations thereunder, including, but not limited to, compliance with the "on-behalf-of" requirement then in effect.

3.5 Request Validity. If Bobcat has tendered a Storage Service Agreement for execution to a prospective Customer and such prospective Customer fails to execute the agreement as tendered within 30 Days from the date it receives the agreement, then Bobcat may consider prospective Customer's service request void. For service under Rate Schedule FSS, Bobcat will not be required to tender a Storage Service Agreement to a prospective Customer for execution that relates to requests for service for which Bobcat does not have sufficient available firm capacity.

3.6 Complaints. In the event that a Customer or prospective Customer has a complaint relative to service under this FERC Gas Tariff, the Customer or prospective Customer shall provide a description of the complaint, including the identification of the service request (if applicable), and communicate it to:

Bobcat Gas Storage
Attn: Jamie Craddock, Senior VP Marketing
11200 Westheimer, Suite 625
Houston, Texas 77042
Telephone: 713-800-3510
Facsimile: 713-800-3540
E-mail: jcraddock@bobcatstorage.com

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.6 Complaints (Continued)

Bobcat will respond initially within forty-eight (48) hours and in writing within 30 Days of receipt of the complaint advising Customer or a prospective Customer of the disposition of the complaint. In the event the required date of Bobcat's response falls on a Saturday, Sunday, or a holiday that affects Bobcat, Bobcat shall respond by the next Business Day.

3.7 General Information.

- (a) Any person may request information on pricing, terms of service, or capacity availability by contacting Bobcat at the following:

Bobcat Gas Storage
Attn: Jamie Craddock, Senior VP Marketing
11200 Westheimer, Suite 625
Houston, Texas 77042
Telephone: 713-800-3510
Facsimile: 713-800-3540
E-mail: jcraddock@bobcatstorage.com

- (b) Each Customer will be provided with a list of phone numbers for Bobcat's Gas dispatch and control personnel, who are on-call 24-hours a day. Such information will also be posted on Bobcat's Internet Web Site on a 24-hour basis.

- 3.8 Construction of Facilities. Bobcat shall not be required to provide any requested service under any Rate Schedule, which would require construction or acquisition by Bobcat of new facilities, or expansion of existing facilities.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE

Any Customer under Rate Schedules FSS may seek to release for assignment to others any or all of its firm storage service entitlements on:

- (a) a full Day or an intraday basis,
- (b) a permanent or a temporary basis, and
- (c) a firm or recallable basis, subject to the following terms and conditions:

4.1 Notice of Offer. A Customer offering to release firm storage service entitlements shall notify Bobcat via its Internet Web Site of the terms of its offer by the posting deadline as determined pursuant to Section 4.3 of these General Terms and Conditions. This information will be posted on Bobcat's Internet Web Site. Customer may propose a pre-arranged designated Replacement Customer to which the capacity would be released. Offers shall be binding unless written or electronic notice of withdrawal is received by Bobcat prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Customer has an unanticipated requirement for such capacity and no minimum bid has been made. The notice must contain the reason for withdrawal, which Bobcat shall post on its Internet Web Site. The offer shall contain the following minimum information:

- (a) Customer's legal name and the name/title of individual who has authorized the offer to release;
- (b) Bobcat's Storage Service Agreement number;
- (c) A description of the capacity to be released, including the MSQ, the MDIQ, and the MDWQ, and the associated Point(s) of Receipt and Point(s) of Delivery (Replacement Customer may request changes to such Point(s) of Receipt and Point(s) of Delivery subject to the proposed release and subject to the daily quantity limitations described in Section 4.2 of these General Terms and Conditions);
- (d) The proposed effective date and term of the release;
- (e) The identity of any pre-arranged designated Replacement Customer and the full terms of such pre-arranged release;
- (f) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.1 Notice of Offer (Continued)

- (g) Whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full Day or a partial Day; if recallable, whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and any reput methods and rights associated with returning the previously released capacity to the Replacement Customer;
- (h) Whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a reservation charge basis, and any other special conditions;
- (i) Whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid;
- (j) Any extensions of the minimum posting/bid periods;
- (k) Whether Releasing Customer desires to utilize the first-come, first-served option for short-term releases described in Section 4.6 below and any minimum terms applicable thereto;
- (l) Other special terms and conditions Releasing Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term, and quantity;
- (m) Whether to specify dollars and cents or percents of rates in the denomination of bids;
- (n) For purposes of bidding and awarding, any minimum rates specified by the Releasing Customer shall include the tariff reservation rate and all reservation surcharges, as a total number or as stated separately;
- (o) Whether the release is on a permanent or a temporary basis;
- (p) An e-mail address for the Releasing Customer contact person. It is Customer's responsibility to update e-mail address information provided to Bobcat, as necessary; and
- (q) The recall notification period(s), as identified in Section 4.13(e) below, that will be available for use by the parties.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.2 Intraday Release Quantity. The daily contractual entitlement that can be released by a Releasing Customer for an intraday release is limited to the lesser of:

- (a) the quantity contained in the offer submitted by the Releasing Customer; or
- (b) a quantity equal to 1/24th of the Releasing Customer's MDIQ and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Day.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations. The MSQ that can be released by a Releasing Customer for an intraday release is limited to a quantity not in excess of the Releasing Customer's MSQ less the Releasing Customer's Storage Inventory.

4.3 Posting and Bidding Timeline. For the Capacity Release business process timing model, only the following methodologies shall be supported by Bobcat and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are:

- (a) highest rate
- (b) net revenue
- (c) present value

Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) can be accorded similar timeline evaluation treatment at Bobcat's discretion; however, Bobcat is not required to offer other choices or similar timeline treatment for other choices.

Further, Bobcat shall not be held to the timeline specified in Sections 4.3(a) and 4.3(b) below should the Releasing Customer elect another method of evaluation. Should the Releasing Customer elect another method of evaluation, the timeline specified in Section 4.3(c) below shall apply. The proposed duration of Customer's release determines the minimum bid period for Customer's offer pursuant to this Section 4. The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (i) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.3 Posting and Bidding Timeline (Continued)

The Capacity Release timeline is as follows:

- (a) For standard releases of less than one year:
 - (i) Offers shall be tendered by 12:00 p.m. CCT on a Business Day;
 - (ii) The bid period shall end at 1:00 p.m. CCT on the same Business Day or at 1:00 p.m. CCT on any subsequent Business Day as specified in Releasing Customer's offer, whichever is elected by Releasing Customer;
 - (iii) Evaluation period begins at 1:00 p.m. CCT on the Day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;
 - (iv) Evaluation period ends and award is posted if no match is required at 2:00 p.m. CCT the same Day;
 - (v) If the Prearranged Customer's bid is not the best bid, then Bobcat shall allow such Prearranged Customer a period of thirty (30) minutes from 2:00 p.m. until 2:30 p.m. CCT on the Day the Bid Period ends, or such later time as specified in the Releasing Customer's offer, to determine whether to match the best bid and to notify Bobcat of its decision.
 - (vi) If a match is required, the award will be posted by 3:00 p.m. CCT.

Bobcat will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 7 (Nominations and Scheduling) of these General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.3 Posting and Bidding Timeline (Continued)

- (b) For standard releases of one year or longer:
 - (i) Offers shall be tendered by 12:00 p.m. CCT four (4) Business Days before the award;
 - (ii) The bid period shall end at 1:00 p.m. CCT on the Day before timely nominations are due (open season is three Business Days) or at 1:00 p.m. CCT on any subsequent Business Day as specified in Releasing Customer's offer, whichever is elected by Releasing Customer;
 - (iii) Evaluation period begins at 1:00 p.m. CCT on the Day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;
 - (iv) Evaluation period ends and award is posted if no match is required at 2:00 p.m. CCT the same Day;
 - (v) If the Prearranged Customer's bid is not the best bid, Bobcat shall allow such Prearranged Customer a period of thirty (30) minutes from 2:00 p.m. CCT until 2:30 p.m. CCT on the Day the Bid Period ends, or such later time as specified in the Releasing Customer's offer, to determine whether to match the best bid and to notify Bobcat of its decision.
 - (vi) If a match is required, the award will be posted by 3:00 p.m. CCT.

Bobcat will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 7 (Nominations and Scheduling) of these General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

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4. CAPACITY RELEASE (Continued)

4.3 Posting and Bidding Timeline (Continued)

- (c) Timeline for Non-standard Releases. If Releasing Customer specifies a bid evaluation methodology other than those stated in Section 4.7 of these General Terms and Conditions or any special terms or conditions, then the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing Gas flow to occur at least one Day later than under the standard timelines set forth in Sections 4.3(a) and 4.3(b) of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.3 Posting and Bidding Timeline (Continued)

- (d) Releases Not Subject to Bidding. For proposed capacity releases of a duration of thirty-one (31) Days or less for which Releasing Customer has obtained a Prearranged Replacement Customer and Releasing Customer elects not to post such proposed capacity releases for bidding pursuant to Section 4.3 of these General Terms and Conditions and all other terms and conditions of the release are met, Releasing Customer shall notify Bobcat by providing the information pursuant to Section 4.1 of these General Terms and Conditions, which information will be posted on Bobcat's Internet Web Site as required by Section 4 of these General Terms and Conditions.

The Prearranged Customer must initiate confirmation of prearranged deals electronically. Bobcat will issue a contract within one hour of notification of the release (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 7 (Nominations and Scheduling) of these General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer. A Prearranged Customer may not consummate a release with any Customer that utilizes the same capacity or overlaps such capacity without such release being subject to the bidding requirement if such Customer has, within the prior twenty-eight (28) consecutive Days, released capacity to such Prearranged Customer, which prior release was not subject to the bidding requirements.

Bobcat shall post offers and bids, including pre-arranged deals, upon receipt, unless Releasing Customer requests otherwise. If Releasing Customer requests a posting time, Bobcat shall support such request insofar as it comports with the standard timeline. A Releasing Customer cannot specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

- 4.4 Pre-arranged Releases. A Releasing Customer may designate an entity (a pre-arranged designated Replacement Customer) to which it has agreed to release the capacity upon specified terms and conditions. A Releasing Customer's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 4.5 and 4.6 of these General Terms and Conditions.
- 4.5 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this Section, Bobcat will post such information on its Internet Web Site in accordance with the timeline set forth in Section 4.3 herein. Bobcat shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth in this Section.
- 4.6 Bidding and Selection of Replacement Customer. All bids must contain the applicable information required in this Section. If Releasing Customer desires to solicit bids for releases of thirty-one (31) Days or less, it may direct Bobcat to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder who submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer. Any bid submitted by a Replacement Customer shall include an e-mail address for at least one contact person, and it is the Customer's responsibility to update e-mail address information provided to Bobcat, as necessary. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding unless written or electronic notice of withdrawal is received by Bobcat before the end of the bid period. Bids cannot be withdrawn after the bid period ends. If a bid is withdrawn prior to the end of the bid period, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid.

Bobcat shall evaluate the bids in accordance with the provisions of this Section and determine the best bid in accordance with the timelines set forth in Section 4.3 of these General Terms and Conditions.

Bobcat shall notify Releasing Customer, the best bidder, and any pre-arranged designated Replacement Customer of such determination in accordance with the timelines set forth in Section 4.3 of these General Terms and conditions. If there is a pre-arranged designated Replacement Customer, it may exercise its right to match such best bid by providing written notice of such exercise to Bobcat and Releasing Customer in accordance with the timelines set forth in Section 4.3 herein.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.6 Bidding and Selection of Replacement Customer (Continued)

After the Replacement Customer is selected, Bobcat and the Replacement Customer will enter into a Firm Storage Service Agreement with respect to the release capacity. Following implementation of the release, Bobcat shall post notice of the winning bidder on its Internet Web Site.

4.7 Best Bid. When Bobcat makes awards of capacity for which there have been multiple bids meeting minimum conditions, Bobcat shall award the bids, best bid first, until all offered capacity is awarded. The capacity being awarded represents the MDIQ, MDWQ, or MSQ. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. Bobcat shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:

- (a) Bobcat shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all potential Replacement Customers and require Bobcat in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold Bobcat harmless from and against all demands, losses, claims, expenses, causes of action, and/or damages suffered or incurred by Bobcat arising out of or related to any determination of a best bid pursuant to a standard specified, supplied, approved, or provided by Releasing Customer.
- (b) If the Releasing Customer does not specify a bid evaluation standard, then Bobcat shall determine the bid or bids generating the highest net present value, using a 10% discount factor, based on the rate bid (reservation component), the applicable quantity(ies) and term or period bid upon. If the Releasing Customer does not specify a method to break ties, priority will be given first to the bid with the shortest term, and next to the bid submitted first in time.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

- 4.8 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on Bobcat's approved bidders list before bids may be posted on the Internet Web Site, must satisfy all Customer requirements of the applicable Rate Schedule and the General Terms and Conditions of this FERC Gas Tariff. To be on the approved bidders list, the prospective Replacement Customer must satisfy Bobcat's credit requirements as outlined in Section 3 (Request for Service) and Section 24.7 of these General Terms and Conditions. Such credit appraisal shall be reevaluated and updated every three (3) months. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies Bobcat to the contrary, (ii) no longer meets the credit qualifications established in Section 3 (Request for Service) and Section 24.7 of these General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service in accordance with Section 13 (Billings and Payments) of these General Terms and Conditions. Bobcat will apply its creditworthiness criteria to assess the submission. Bobcat will waive the creditworthiness requirement on a non-discriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides Bobcat with a guarantee or other form of credit assurance in form and substance satisfactory to Bobcat of all financial obligations of the Replacement Customer with respect to the capacity being released by Releasing Customer prior to the commencement of service to the Replacement Customer.
- 4.9 Nominations. Following its selection, and prior to the flow of Gas, the Replacement Customer shall be permitted to submit nominations pursuant to the terms and conditions of the applicable Rate Schedule and the General Terms and Conditions of this FERC Gas Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.10 Billing. The Replacement Customer shall be billed and make payments to Bobcat in accordance with the applicable Rate Schedule, other provisions of this FERC Gas Tariff, and of its Storage Service Agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Customer shall pay or be liable for the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant Rate Schedule and Firm Storage Service Agreement attributable to its usage of the released capacity. Bobcat shall continue to bill the Releasing Customer all applicable charges under its existing Storage Service Agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer, Bobcat shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five (5) Business Days from receipt of such letter to pay the amount due including any applicable interest. If the Replacement Customer fails to pay such amount by the end of the fifth day, Bobcat shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest.

4.11 Rights and Obligations of the Parties.

- (a) The Storage Service Agreement between the Releasing Customer and Bobcat shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 4.10 of these General Terms and Conditions. If the Replacement Customer fails to pay all or part of the amounts credited to the Releasing Customer after the five Day notification period specified in Section 4.10 of these General Terms and Conditions, then Bobcat shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest. The Storage Service Agreement executed by the Replacement Customer shall be fully effective and enforceable by and against the Replacement Customer. The Replacement Customer may also release capacity pursuant to this Section, and in such event and for such purposes, shall be considered the Releasing Customer.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.11 Rights and Obligations of the Parties (Continued)

- (b) Bobcat shall accept nominations, schedule service, afford priority of service, and interrupt service based on instructions and communications from the Releasing Customer and the Replacement Customer, which are consistent with one another and with the terms and conditions of Bobcat's FERC Gas Tariff and their respective Storage Service Agreements. In the event that instructions or nominations from the Releasing Customer and Replacement Customer are, in Bobcat's opinion, inconsistent or conflicting, Bobcat shall comply with the instructions of the Releasing Customer; provided, however, that such instructions must not be inconsistent with Bobcat's FERC Gas Tariff or the terms of either the Releasing Customer's or Replacement Customer's Storage Service Agreement, in Bobcat's opinion. The Releasing Customer will indemnify Bobcat against any claim or suit by the Replacement Customer, its successors or assigns, arising from any action taken by Bobcat in reliance upon the Releasing Customer's nominations and instructions and will hold Bobcat harmless for any action taken by Bobcat in reliance upon the nominations and scheduling instructions of the Replacement Customer; provided, however, that the Releasing Customer shall not be liable for the Replacement Customer's failure to pay the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. The Replacement Customer will indemnify Bobcat against any claim or suit by the Releasing Customer, its successors or assigns, arising from any action taken by Bobcat in reliance upon the nominations and scheduling instructions of the Replacement Customer and will hold Bobcat harmless for any actions taken by Bobcat in reliance upon the instructions of the Releasing Customer.

4.12 Marketing Fee. If Bobcat and the Releasing Customer so agree, Bobcat may receive a negotiated fee for its marketing efforts.

4.13 Limitations.

- (a) Releases and assignments hereunder shall be for period(s) of one or more Day(s) and the maximum term shall not extend beyond the expiration of this FERC Gas Tariff provision or beyond the expiration of the Releasing Customer's Storage Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.13 Limitations (Continued)

- (b) Bobcat may invalidate any offer to release or any bid subsequent to its posting on the Internet Web Site, which does not conform to the requirements of this Section and the other provisions of this FERC Gas Tariff and such invalidated offer or bid shall be deemed null and void.
- (c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this Section must be objectively stated, reasonable, capable of administration or implementation by Bobcat without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's Storage Service Agreement.
- (d) A Releasing Customer may re-release to the same Replacement Customer, where such first release was not subject to posting and bidding pursuant to Section 4.4 of these General Terms and Conditions, for a term of 31 Days or less, only if: 1) a period of 28 Days has elapsed after the first release for 31 Days or less has expired or 2) the Point(s) of Receipt and/or Point(s) of Delivery for the re-release is different from the Point(s) of Receipt and/or Point(s) of Delivery of the first release or 3) the Releasing Customer causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted.
- (e) Recall Provisions. If the Releasing Customer retains recall rights, Releasing Customer's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Customer is on a full Day or partial Day basis. The Releasing Customer shall provide capacity recall notification to Bobcat via the Internet Web Site. The recall notification shall specify the recall notification period for the specified effective Day, as well as any other information needed to uniquely identify the capacity being recalled.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.13 Limitations (Continued)

Bobcat notices of recalled capacity to all affected Replacement Customers shall be provided via the Internet Web Site, along with written notice via e-mail communication to those Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 4.6 of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Bobcat, each affected Replacement Customer shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall.

(f) Partial Day Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Customer for a partial Day recall is a quantity equal to the lesser of:

- (1) The quantity specified in the Releasing Customer's notice to recall capacity; or
- (2) The difference between the quantity released by the Releasing Customer and the Elapsed-prorated-scheduled Quantity.

In the recall notification provided to Bobcat by the Releasing Customer, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed-prorated-scheduled Quantity. In the event of an intraday capacity recall, Bobcat shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed-prorated-scheduled Quantity.

The amount of capacity allocated to the Replacement Customer(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and, if applicable, for overrun calculations. As a result of the allocation of capacity described in this Section, Bobcat shall not be obligated to deliver a combined quantity to the Releasing Customer and the Replacement Customer(s) that is in excess of the total daily contract quantity of the release.

GENERAL TERMS AND CONDITIONS
(Continued)

4. CAPACITY RELEASE (Continued)

4.13 Limitations (Continued)

- (g) Reput Provisions. Bobcat shall support the function of reputting by the Releasing Customer. The Releasing Customer may reput previously recalled capacity to the Replacement Customer pursuant to the reput rights and methods identified in the Releasing Customer's notice to release capacity, as required by Section 4.1(g) of these General Terms and Conditions. When capacity is recalled, such capacity may not be reput for the same Day. The deadline for the Releasing Customer to notify Bobcat of a reput of capacity is 8:00 A.M. CCT to allow the Replacement Customer to submit timely nominations for gas to flow on the next Day.
- (h) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this Section, the Releasing Customer's rights and Bobcat's obligations under the Releasing Customer's Storage Service Agreement shall be modified and subject to the capacity rights released and assigned to the Replacement Customer for the term of such release. Effecting a release pursuant to the provisions of this Section shall constitute Releasing Customer's consent and agreement to such amendment or modification of its existing Storage Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

5. PRIORITY, INTERRUPTION OF SERVICE, AND OPERATIONAL FLOW ORDERS

5.1 Priority of Service. Any Customer executing a Storage Service Agreement with Bobcat shall be entitled to the storage services in the following order of declining priority:

- (a) Firm Storage Service (FSS).
- (b) Interruptible Storage Service (ISS), including Excess Injection Gas and Excess Withdrawal Gas (pursuant to Section 2 of Rate Schedule FSS) pursuant to Section 5.2 of these General Terms and Conditions.

If a capacity constraint is anticipated or planned (for example, due to system maintenance), then Bobcat shall post a notice of the anticipated constraint on its Internet Web Site at least 48 hours in advance of the start of the constraint period.

5.2 The order of priority relating to service requests for Excess Injection Gas and Excess Withdrawal Gas (pursuant to Section 2 of Rate Schedule FSS) and service under Rate Schedules ISS shall be allocated to each Customer on a pro rata basis.

GENERAL TERMS AND CONDITIONS
(Continued)

5. PRIORITY, INTERRUPTION OF SERVICE, AND OPERATIONAL FLOW ORDERS
(Continued)

5.3 Interruption.

- (a) If on any Day Bobcat's capability to receive or deliver gas quantities is impaired so that Bobcat is unable to receive or deliver all the quantities which are scheduled, then interruption of service shall be generally implemented in the reverse order of priority set forth in Section 5.1 of these General Terms and Conditions. If firm storage service must be interrupted, then interruption of service to firm storage Customers shall be pro rata based on MDWQ, MDIQ, or MSQ, as applicable. Interruption of service to Interruptible Customers under Rate Schedules ISS and to firm Customers utilizing Excess Injection Gas and/or Excess Withdrawal Gas (pursuant to Section 2 of Rate Schedule FSS) shall be on a pro rata basis.
- (b) Bobcat shall provide Customer as much advance notice of any interruption as is practicable under the circumstances. Such notice shall be made by telephone, fax, e-mail or via Bobcat's Internet Web Site, as appropriate, and shall state the reduced quantities of Gas that Bobcat estimates it will be able to provide, and the estimated duration of the interruption.
- (c) If interruption is required, Bobcat and Customer shall cooperate to the extent possible in making adjustments to receipts, deliveries, injections, or withdrawals to minimize injury to any property or facilities.

5.4 Interruption Liability. Bobcat shall not be liable for any loss or damage to any person or property caused, in whole or in part, by any interruption of service, except to the extent caused solely by Bobcat's gross negligence or willful misconduct.

5.5 Action Alerts and Operational Flow Orders.

- (a) Circumstances Warranting Issuance: Bobcat shall have the right to issue Action Alerts or Operational Flow Orders ("OFOs") that require actions by Customers in order (1) to alleviate conditions that threaten to impair reliable service, (2) to maintain operations at the pressures required to provide efficient and reliable services, (3) to have adequate Gas supplies in the system to deliver on demand, (4) to maintain service to all firm customers and for all firm services, and (5) to maintain the system in balance for the foregoing purposes. Bobcat shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem.

GENERAL TERMS AND CONDITIONS
(Continued)

5. PRIORITY, INTERRUPTION OF SERVICE, AND OPERATIONAL FLOW ORDERS
(Continued)

5.5 Action Alerts and Operational Flow Orders (Continued)

- (b) Actions to be Taken to Avoid Issuance: Bobcat shall, to the extent reasonably practicable, take all reasonable actions necessary to avoid issuing an Action Alert or OFO. Such actions shall include, in order of priority (1) working with point operators to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (2) working with Customers and point operators to adjust scheduled flows on the system, or (3) taking any other reasonable action designed to mitigate the system problem. After taking all such reasonable actions to avoid issuing an Action Alert or OFO, Bobcat will have the right to issue Action Alerts or OFOs, if necessary, in the circumstances described in Section 5.5(a) of these General Terms and Conditions.
- (c) Preliminary Notifications/Follow-up Reports: Bobcat shall provide, via posting on the Internet Web Site and to affected parties through the affected party's choice of electronic notice delivery mechanism(s), prior notice to all Customers and point operators of upcoming system events such as anticipated weather patterns and operational problems that may necessitate the issuance of an Action Alert or OFO.
- (d) Applicability of Action Alert or OFO: Bobcat shall make an Action Alert or OFO as localized as is reasonably practicable based on Bobcat's good faith and reasonable judgment concerning the situations requiring remediation such that an Action Alert or OFO will be directed first to Customers and point operators causing the problem necessitating the Action Alert or OFO and second, if necessary, to all Customers and point operators. Bobcat will tailor the Action Alert or OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in subsections 5.5(f) and 5.5(g) of these General Terms and Conditions. The declaration to the affected parties of Operational Flow Orders, critical periods and/or Critical Notices shall describe the conditions and the specific responses required from the affected parties.

GENERAL TERMS AND CONDITIONS
(Continued)

5. PRIORITY, INTERRUPTION OF SERVICE, AND OPERATIONAL FLOW ORDERS
(Continued)

5.5 Action Alerts and Operational Flow Orders (Continued)

- (e) Notice: All Action Alerts and OFOs will be issued via telephone to be followed by a facsimile to the affected Customer(s) or point operator(s), with subsequent posting on the Internet Web Site, and notification to the affected parties through the affected party's choice of electronic notice delivery mechanism(s). Bobcat shall also provide such notification via e-mail communication to those Customers and point operators that have provided e-mail address information for at least one contact person, and have requested via Bobcat's Internet Web Site, e-mail notification of Critical Notices issued by Bobcat. The Action Alert or OFO will set forth (1) the time and date of issuance, (2) the actions Customer or point operator is required to take, (3) the time by which Customer or point operator must be in compliance with the Action Alert or OFO, (4) the anticipated duration of the Action Alert or OFO, and (5) any other terms that Bobcat may reasonably require to ensure the effectiveness of the Action Alert or OFO. In addition to the other information contemplated by this Section 5.5(e), such notice shall also include information about the status of operational variables that determine when an Action Alert or OFO will begin and end, and Bobcat shall post periodic updates of such information, promptly upon occurrence of any material change in the information. Bobcat will post a notice on the Internet Web Site informing the Customers and point operators when any Action Alert or OFO in effect will be lifted and specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known.
- (f) Action Alerts: In the event that Bobcat determines that due to (1) an ongoing or anticipated weather event, (2) a known equipment problem, or (3) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or Bobcat's ability to render firm service is threatened, Bobcat may issue an alert ("Action Alert") as set out herein to forestall the development of the situation.
 - (1) Issuance of Alerts: Action Alerts will be noticed in accord with the procedures set forth in Section 5.5(e) herein and Bobcat will endeavor to provide a minimum of four hours notice.

GENERAL TERMS AND CONDITIONS
(Continued)

5. PRIORITY, INTERRUPTION OF SERVICE, AND OPERATIONAL FLOW ORDERS
(Continued)

5.5 Action Alerts and Operational Flow Orders (Continued)

- (2) Action Alerts can be issued to affect any of the following:
 - (A) restriction of Interruptible Services;
 - (B) restriction of deliveries to specific Point(s) of Receipt or Point(s) of Delivery covered by an operational balancing agreement to the aggregate MDIQ or MDWQ under Firm Storage Service Agreement; and/or
 - (C) forced balancing such that point operators will be required to assure that nominations equal flows or that receipts and deliveries fall within the tolerance level designated in the Action Alert.
- (g) OFOs: In the event that, in Bobcat's judgment, immediate action is required to alleviate conditions which threaten to impair reliable firm service, to maintain operations at the pressures required to provide efficient and reliable service, to have adequate Gas supplies in the system to deliver on demand, to maintain services to all firm Customers and for all firm services, and to maintain the system in balance for the foregoing purposes, Bobcat may forgo the action described in Section 5.5(f) of these General Terms and Conditions and immediately issue an OFO. In the event that (1) Customer or point operator does not respond to an Action Alert, (2) the actions taken thereunder are insufficient to correct the system problem for which the Action Alert was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts, Bobcat may issue an OFO pursuant to this Section 5.5(g) or take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Bobcat's system. For purposes of this Section, the operational integrity of Bobcat's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas received into and/or delivered out of the system. Bobcat shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued, to the extent such factors are known.

GENERAL TERMS AND CONDITIONS
(Continued)

5. PRIORITY, INTERRUPTION OF SERVICE, AND OPERATIONAL FLOW ORDERS
(Continued)

5.5 Action Alerts and Operational Flow Orders (Continued)

(g) OFOs (Continued)

Bobcat shall also provide such notification via e-mail communication to those Customers who have submitted a request and provided e-mail address information for at least one contact person, via Bobcat's Internet Web Site to receive e-mail notification of Critical Notices issued by Bobcat.

(h) Termination of an Action Alert or OFO: Bobcat shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After Bobcat has lifted the Action Alert or the OFO, Bobcat shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known. Bobcat shall also provide such notification via e-mail communication to those Customers who have submitted a request, and provided e-mail address information for at least one contact person, via Bobcat's Internet Web Site to receive e-mail notification of Critical Notices issued by Bobcat.

(i) Penalties: All quantities tendered to Bobcat and/or taken by Customer on a daily basis in violation of an Action Alert or OFO shall constitute unauthorized receipts or deliveries for which the applicable Action Alert or OFO penalty charge stated below shall be assessed.

(1) Action Alert penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the Action Alert equal to an Action Alert Index Price calculated as 110% of the applicable daily Gas Daily posting for Henry Hub for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the Action Alert.

(2) OFO penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the OFO equal to an OFO Index Price calculated as three (3) times the applicable daily Gas Daily posting for Henry Hub for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the OFO.

GENERAL TERMS AND CONDITIONS
(Continued)

5. PRIORITY, INTERRUPTION OF SERVICE, AND OPERATIONAL FLOW ORDERS
(Continued)

5.5 Action Alerts and Operational Flow Orders (Continued)

(i) Penalties (Continued)

Any penalty revenue collected by Bobcat pursuant to this Section 5.5(i) shall be credited to those Firm and Interruptible Customers that did not incur Action Alert or OFO penalties pursuant to this Section 5.5(i) in the Month for which Action Alert or OFO penalty revenues were received ("Non-Offending Customers"), based on the ratio of the total charges paid during that Month by the Non-Offending Customer to the sum of the total charges paid during that Month by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31 of each year, and will be included on the Non-Offending Customer's invoice for the Month following the date of the final Commission order approving Bobcat's penalty disbursement report; provided, however, that Bobcat will calculate and include such credits on Non-Offending Customer's invoices for a period shorter than twelve Months in the event and to the extent that the total accumulated amount of Action Alert or OFO penalty revenue collected pursuant to this Section 5.5(i) by Bobcat as of the end of any Month exceeds \$1,000,000. Bobcat will file with the Commission a penalty disbursement report within sixty days of July 31 or sixty days after the end of the Month for which revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-Offending Customers pursuant to this Section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

- (j) Liability of Bobcat: Bobcat shall not be liable for any costs incurred by any Customer or point operator in complying with an Action Alert or OFO. Bobcat shall not be responsible for any damages that result from any interruption in service that is a result of a Customer's or point operator's failure to comply promptly and fully with an Action Alert or OFO, and the non-complying Customer or point operator shall indemnify Bobcat against any claims of responsibility. However, Bobcat shall use reasonable efforts to minimize any such costs or damages.

GENERAL TERMS AND CONDITIONS
(Continued)

5. PRIORITY, INTERRUPTION OF SERVICE, AND OPERATIONAL FLOW ORDERS
(Continued)

5.5 Action Alerts and Operational Flow Orders (Continued)

- (k) Unilateral Action: In the event that (1) Customer(s) or point operator(s) does not respond to an OFO, or (2) the actions taken thereunder are insufficient to correct the system problem for which the OFO was issued, or (3) there is insufficient time to carry out the procedures with respect to OFOs, Bobcat may take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Bobcat's system. For purposes of this Section, the operational integrity of Bobcat's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance, the overall operating performance of the entire physical system, as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas received and/or delivered.

GENERAL TERMS AND CONDITIONS
(Continued)

6. STORAGE OPERATIONS

- 6.1 Customer shall tender or cause to be tendered to Bobcat at the Point(s) of Receipt located on its system any Gas which Customer desires to have injected into storage, plus applicable Fuel Reimbursement volumes. Customer shall also receive or cause to be received Gas requested to be withdrawn from storage at the Point(s) of Delivery located on Bobcat's system.
- 6.2 Subject to the operating conditions then existing on the delivering or receiving pipelines, Bobcat shall receive Gas for injection from Customer at the Point(s) of Receipt located on its system and deliver Gas to Customer at the Point(s) of Delivery located on its system as scheduled by Customer from time to time; provided that Bobcat shall not be obligated to receive for injection any quantity of Gas if the injection of the same would cause the quantity of Gas stored for Customer's account to exceed Customer's MSQ; nor shall Bobcat be obligated at any time to deliver more Gas to Customer than Customer has stored in its Storage Inventory.
- 6.3 Due to certain limitations of Bobcat's facilities, Bobcat shall not be obligated to receive at any Point of Receipt for injection, or deliver at any Point of Delivery for withdrawal, any quantity of Gas when the quantity of Gas tendered for delivery to Bobcat, or Customer has requested to be delivered, together with all other quantities of Gas tendered for delivery to Bobcat at any such Point of Receipt or requested for delivery at any such Point of Delivery, results in a net metered flow which is less than 10,000 Dth per Day.

GENERAL TERMS AND CONDITIONS
(Continued)

6. STORAGE OPERATIONS (Continued)

- 6.4 In the event that batch flowing nominated volumes of less than 10,000 Dth per Day is deemed operationally impractical by Transporter or Bobcat, and should Bobcat receive nominations for the injection or withdrawal of Gas, which after aggregation with other nominations commencing at the same time and same meter, results in a net metered volume less than 10,000 Dth per Day, Bobcat will attempt, but shall not be required, to schedule such nominations. However, if any single nomination or combination of nominations is scheduled such that the aggregated nominated volumes result in a net metered volume less than 10,000 Dth per Day, all nominations may be curtailed on a pro-rata basis such that the net metered volume will be zero. Bobcat will orally notify the affected Customer(s) within four (4) hours of being notified of changes to nominations which would result in curtailment as provided herein.

GENERAL TERMS AND CONDITIONS
(Continued)

7. NOMINATIONS AND SCHEDULING

- 7.1 During any Day when Customer desires Bobcat to receive and/or deliver Gas on Bobcat's system, Customer shall submit a nomination to Bobcat via fax or via the Internet Web Site that includes, but is not limited to, the following information: quantity, flow period, upstream transportation contract number(s), downstream transportation contract number(s), Point(s) of Receipt and Point(s) of Delivery, Customer name and Storage Service Agreement number, and the Customer's authorized employee name and telephone number. All nominations shall be based on a daily quantity.

All nominations shall include Customer defined begin dates and end dates. All nominations, excluding intraday nominations, have rollover options. Specifically, Customers have the ability to nominate for several Days, Months, or years, provided the nomination begin and end dates are within the term of Customer's Storage Service Agreement.

Overrun quantities should be requested on a separate transaction.

- 7.2 Bobcat will accept nominations for service as follows:

- (a) Next Day Service. The nomination timeline on the Day prior to the Day of Gas flow shall be the following:

| | |
|------------|---|
| 11:30 a.m. | Nomination leaves control of the Customer |
| 11:45 a.m. | Receipt of nomination by the Transporters (including from Title Transfer Tracking Service Providers ("TTTSPs")) |
| 12:00 p.m. | Bobcat provides quick response for validity of data elements |
| 3:30 p.m. | Completed confirmations from upstream and downstream connected parties provided to Bobcat |
| 4:30 p.m. | Receipt of scheduled quantities by Customer and point operator |

The sending party shall adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request that has the right to waive the deadline.

GENERAL TERMS AND CONDITIONS
(Continued)

7. NOMINATIONS AND SCHEDULING (Continued)

7.2 Bobcat will accept nominations for service as follows: (Continued)

- (b) Intraday Nominations. Any nomination received during a Day for the same Day of Gas flow, or any nomination received after the nominations deadline set forth in Section 7.2(a) of these General Terms and Conditions for the following Day flow shall be an intraday nomination. Intraday nominations can be used to request increases or decreases in total flow, changes to Point(s) of Receipt, or changes to Point(s) of Delivery of scheduled Gas. Intraday nominations do not roll over (i.e. intraday nominations span one Day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intraday nomination modifies an existing nomination. Intraday nominations may be used to nominate new injections or withdrawals. All nominations, including intraday nominations, should be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intraday nomination, if not otherwise addressed in Transporter's contract or tariff.

In the event Customer does not submit a timely nomination or desires to alter an existing nomination, Customer shall have the right to submit an intraday nomination to revise Customer's scheduled quantities, Point(s) of Receipt and/or Point(s) of Delivery on a prospective basis prior to the end of the Day; provided, however, that such intraday nomination will be processed after all timely nominations have been scheduled. Such intraday nomination shall be implemented by Bobcat to the extent and only to the extent that Bobcat is able to confirm the receipt and delivery of such Gas at the Point(s) of Receipt and Point(s) of Delivery.

- (c) Elapsed-Prorated-Scheduled Quantity. With respect to intraday nominations for reductions in previously scheduled quantities, Bobcat may accept any explicitly confirmed quantity, down to and including zero, for such intraday nomination; provided, however, if such intraday nomination requires confirmation from an upstream and/or downstream interconnected pipeline, then any intraday nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.

GENERAL TERMS AND CONDITIONS
(Continued)

7. NOMINATIONS AND SCHEDULING (Continued)

7.2 Bobcat will accept nominations for service as follows: (Continued)

- (d) Nominations will be processed for scheduling in the order in which they were received, by priority level as described in Section 5 (Priority, Interruption of Service and Operational Flow Orders) of the General Terms and Conditions of this FERC Gas Tariff. Nominations received after the nomination deadline should be scheduled after the nominations received before the nomination deadline.
- (e) Notices provided under this Section 7.2 must be submitted in writing via fax or the Internet Web Site. Customer shall provide notice of any changes in deliveries to or receipt from Bobcat to all transporters and shall be responsible for, and shall hold Bobcat harmless from, any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of Bobcat.
- (f) Minimum NAESB Nomination Standards. In the event the more flexible nomination procedures set forth in Section 7.2(b) of these General Terms and Conditions are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum NAESB Standards set forth in this Section 7.2(f). Bobcat shall support the following standard nomination cycles:
 - (1) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Bobcat (including from Title Transfer Tracking Service Providers ("TTTSPs")); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Bobcat from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Customer and point operator (Central Clock Time on the Day prior to flow).

GENERAL TERMS AND CONDITIONS
(Continued)

7. NOMINATIONS AND SCHEDULING (Continued)

7.2 Bobcat will accept nominations for service as follows: (Continued)

(f) Minimum NAESB Nomination Standards (Continued)

- (2) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Bobcat (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Bobcat from upstream and downstream connected parties; 10:00 p.m. for Bobcat to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties) (Central Clock Time on the Day prior to flow). Scheduled quantities resulting from an Evening Nomination should be effective at 9:00 a.m. on the Day.
- (3) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Bobcat (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Bobcat from upstream and downstream connected parties; 2:00 p.m. for Bobcat to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on the Day.

GENERAL TERMS AND CONDITIONS
(Continued)

7. NOMINATIONS AND SCHEDULING (Continued)

7.2 Bobcat will accept nominations for service as follows: (Continued)

(f) Minimum NAESB Nomination Standards (Continued)

- (4) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Bobcat (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Bobcat from upstream and downstream connected parties; 9:00 p.m. for Bobcat to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties) (Central Clock Time on the Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on the Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

For purposes of Sections 7.2(f)(2) through 7.2(f)(4), "provide" shall mean, for transmittals pursuant to NAESB Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

- 7.3 Customer shall make available and tender any Gas to be injected hereunder and receive and accept delivery upon tender by Bobcat any Gas requested by Customer to be withdrawn from storage. The quantity of Gas stored for the account of Customer shall be increased or decreased upon injection or withdrawal of Gas from storage, as applicable. Customer shall not (unless otherwise agreed by Bobcat) receive or deliver Gas, nor shall Bobcat be obligated to receive Gas or deliver Gas on an hourly basis at rates of flow in excess of 1/24 of Customer's MDIQ or MDWQ. As determined by Bobcat in its sole and reasonable judgment, flow rates above 1/24 of Customer's MDIQ or MDWQ may be permitted.

GENERAL TERMS AND CONDITIONS
(Continued)

8. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

- 8.1 Point(s) of Receipt. Customer shall tender all Gas for injection into storage to Bobcat at the Point(s) of Receipt located on Bobcat's system as specified in Customer's Storage Service Agreement. The quantity of Gas tendered by Customer to Bobcat for injection into storage shall (i) not exceed at each Point of Receipt the MDRQ for such Point of Receipt in effect from time to time, or (ii) not exceed the MDIQ plus the applicable Fuel Reimbursement at all Point(s) of Receipt in effect from time to time, without the consent of Bobcat.
- 8.2 Point(s) of Delivery. Bobcat shall tender all Gas to be withdrawn from storage to Customer at the Point(s) of Delivery located on Bobcat's system as specified in Customer's Storage Service Agreement. The quantity of Gas delivered to Customer shall (i) not exceed at each Point of Delivery the MDDQ for such Point of Delivery in effect from time to time, or (ii) not exceed the MDWQ at all Point(s) of Delivery in effect from time to time, without the consent of Bobcat.
- 8.3 Interconnecting Transportation Guidelines. The interconnecting Transporter(s)' rules, guidelines, operational procedures and policies, as they may be changed from time to time, shall define and control the manner in which Gas is delivered and received at the Point(s) of Delivery and Receipt. Bobcat and Customer each agree to provide to the other, in as prompt a manner as reasonable, all information necessary to permit scheduling pursuant to such requirements. In addition, Bobcat will not be required to begin injections or withdrawals for a Customer's account unless and until the data required for nominations, provided for in Section 7 (Nominations and Scheduling) of these General Terms and Conditions, have been confirmed by the applicable Transporter to Bobcat's Gas dispatcher.

GENERAL TERMS AND CONDITIONS
(Continued)

8. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY (Continued)

- 8.4 Transportation Imbalances. In the event that Bobcat or Customer delivers or causes to be delivered to Transporter at the Point(s) of Receipt or Delivery a quantity of Gas not equal to the quantity of Gas received or taken by Customer or Bobcat, a "Transportation Imbalance" may occur. Provided that Bobcat has taken or delivered the quantity of Gas nominated by Customer and scheduled by Transporter, Customer shall be liable for all imbalances under its transportation agreement with Transporter. Upon notification by Customer or Transporter that a Transportation Imbalance exists because Bobcat failed to deliver or receive the quantity of Gas nominated by Customer and scheduled by Transporter, Bobcat will endeavor to correct the Transportation Imbalance subject to any restrictions imposed by Transporter, but Bobcat shall be solely responsible and liable for any charges, penalties, costs, and expenses incurred or payable by either party as a result of the Transportation Imbalance. Customer agrees to use its best efforts to prevent or diminish any occurrences of imbalances.
- 8.5 Measurement. Customer and Bobcat agree that the quantity of Gas delivered hereunder shall be measured by Bobcat in accordance with the Transporter's pipeline tariff, and, as such, may be allowed to fluctuate within the applicable measurement or flow tolerances on a daily and Monthly basis.
- 8.6 Costs and Penalties. Customer shall hold Bobcat harmless for all costs and penalties which may be assessed by Transporter under Customer's transportation agreement with Transporter, unless the costs and penalties are due to the negligence of Bobcat. Customer and Bobcat shall cooperate with each other and with the Transporter to verify delivery and receipt of the volumes of Gas delivered hereunder on a timely basis.
- 8.7 Downstream and Upstream Transportation. Customer shall be responsible for transportation from the Point(s) of Delivery located on Bobcat's system and payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt located on Bobcat's system and payment of all transportation charges relating thereto.

GENERAL TERMS AND CONDITIONS
(Continued)

9. QUALITY

9.1 Specifications. The Gas delivered by either party to the other hereunder shall meet the quality specifications of the Transporter then having the most stringent quality specifications, which receives or delivers such Gas at the Point(s) of Receipt or Delivery located on Bobcat's system, as applicable, and, unless such Transporter's quality specifications are more stringent, shall be of such quality that it shall meet at least the following specifications:

- (a) Be commercially free from objectionable odors, dirt, dust, iron particles, gums, gum-forming constituents, gasoline, PCBs, and other solid and/or liquid matter, including but not limited to water, Gas treating chemicals, and well completion fluids and debris, which may become separated from the Gas during the transportation thereof.
- (b) Contain not more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet, as determined by the cadmium sulfate quantitative test, nor more than twenty (20) grains of total sulfur per one hundred (100) cubic feet.
- (c) The Gas delivered hereunder shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, shall not contain more than three percent (3%) by volume of carbon dioxide, shall not contain more than three (3%) by volume of nitrogen, and shall not contain a combined total of carbon dioxide and nitrogen components of more than four (4%) by volume.
- (d) Have a heating value of not less than nine hundred and sixty-seven (967) Btu's per cubic feet and not more than eleven hundred (1100) Btu's per cubic feet.
- (e) Have a temperature of not more than 120 degrees Fahrenheit (120 degrees F), or less than forty degrees Fahrenheit (40 degrees F).
- (f) Have been dehydrated by the tendering party, by any method other than the use of a calcium chloride as desiccant, for removal of entrained water in excess of seven (7) pounds of water per million (1,000,000) cubic feet of Gas as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

9.2 Rejection of Gas. Either party shall be entitled to reject any Gas tendered to it by the other party which does not meet the minimum specifications of Section 9.1 of these General Terms and Conditions. Acceptance of such Gas does not constitute any waiver of Bobcat's right to refuse to accept similarly nonconforming Gas.

GENERAL TERMS AND CONDITIONS
(Continued)

10. PRESSURE AND INJECTION/WITHDRAWAL RATES

10.1 Delivery Pressures. Bobcat shall deliver Gas to Customer at pressures sufficient to enter the pipeline facilities at the Point(s) of Delivery located on Bobcat's system against the operating pressures maintained by Transporter(s) from time to time. Bobcat shall not be required to deliver Gas at pressures in excess of those required by Transporter(s) or in excess of Transporter(s) maximum allowable operating pressure (MAOP), not to exceed 1,200 psig. Customer shall deliver or cause to be delivered to Bobcat all Gas for injection at the Point(s) of Receipt located on Bobcat's system at pressures not less than 800 psig and not in excess of the MAOP of Bobcat's facilities at the Point(s) of Receipt. Bobcat shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Customer to deliver Gas to Bobcat at such allowed pressures.

10.2 Receipt and Delivery Rates. Bobcat has designed the facilities required to store, inject, and withdraw Gas based on "normal" operating pressures maintained by the Transporter(s) at the Point(s) of Receipt and Point(s) of Delivery located on Bobcat's system with allowances for reasonable fluctuations. In the event that conditions on the Transporter's system vary substantially from this "normal" design condition coincident with high levels of Customer receipt or delivery activity, Bobcat's capability to receive or deliver the quantities set forth in its Storage Service Agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to Section 5 (Priority, Interruption of Service and Operational Flow Orders) of the General Terms and Conditions of this FERC Gas Tariff. Customer agrees to indemnify and hold Bobcat harmless for any loss caused by any such interruption in service.

GENERAL TERMS AND CONDITIONS
(Continued)

11. TITLE AND RISK OF LOSS

- 11.1 Customer warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas to Bobcat for injection hereunder either good title to or the right to have the Gas transported or stored. Customer warrants for itself, its successors and assigns, that the Gas it delivers hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it will indemnify Bobcat and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to Gas tendered to Bobcat hereunder.
- 11.2 As between Customer and Bobcat: Customer shall be deemed to be in control and possession of the Gas prior to delivery to Bobcat for storage at the Point(s) of Receipt located on Bobcat's system and after delivery by Bobcat to Customer at the Point(s) of Delivery located on Bobcat's system, and shall indemnify and hold Bobcat harmless from any damage or injury caused thereby. Bobcat shall be deemed to be in control and possession of the Gas after the receipt of the same at the Point(s) of Receipt and until redelivery by Bobcat to Customer at the Point(s) of Delivery, and shall indemnify and hold Customer harmless from any damage or injury caused thereby, except for damages and injuries caused by the sole negligence of Customer. The risk of loss for all Gas injected into, or stored in and withdrawn from storage shall remain with Customer, and Bobcat shall not be liable to Customer for any loss of Gas, except as may be occasioned due to the intentional or negligent acts or omissions by Bobcat. Any losses of Gas, unless due to the intentional or negligent act or omissions of Bobcat, shall be shared proportionally by all Customers, based on each Customer's Storage Inventory Balance.

GENERAL TERMS AND CONDITIONS
(Continued)

12. MEASUREMENT

- 12.1 The unit of volume for the purpose of measurement and the determination of total heating value of all quantities of Gas stored by Bobcat or delivered to and received from storage hereunder shall be one (1) cubic foot of Gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and dry. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now in effect and from time to time amended or supplemented. All measurements of Gas shall be determined by calculation into terms of such unit. All quantities given herein, unless expressly stated otherwise, are terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the Gas received and delivered by Bobcat hereunder shall be measured on a "dry" basis rather than a fully saturated or "wet" basis. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry.
- 12.2 Bobcat shall install, maintain, and operate, or cause to be installed, maintained, and operated, the measurement facilities required hereunder. Said measurement facilities shall be so equipped with meters, recording gauges, chromatographs, or other types of related and/or similar equipment of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of Gas delivered hereunder. The retrieval of data and calibrating and adjustment of meters shall be done by Bobcat or its agent.
- 12.3 The unit of gas received, injected, stored, withdrawn, and delivered shall be measured as one million Btu's (1,000,000 Btu), as defined in Section 2 (Definitions) of these General Terms and Conditions. The number of Btu's received, injected, stored, withdrawn, and delivered shall be determined by multiplying the number of cubic feet of Gas determined pursuant to Section 12.1 of these General Terms and Conditions by the total heating value of such gas, in BTUs per cubic foot, rounded to not less than 6 decimal places and by dividing the product by one million (1,000,000).

GENERAL TERMS AND CONDITIONS
(Continued)

13. BILLINGS AND PAYMENTS

- 13.1 Invoice. Not later than the ninth (9th) Business Day of each month, Bobcat shall provide Customer (including a Replacement Customer) an invoice and any required backup data (which may be transmitted by fax) setting forth (i) the charges due for the current Month; (ii) the total quantity of Gas, stated in Dekatherms, received from and delivered to Customer hereunder during the preceding Month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefor; and if applicable, (iii) the amount of Customer's Storage Inventory as of the close of the preceding Month and information sufficient to explain and support any adjustments made by Bobcat in determining the amount billed. If actual quantities are not available by the ninth (9th) Business Day of the month, then Bobcat may invoice based on best available data subject to adjustment to actual at a later date. Quantities at points where operational balancing agreements exist shall be invoiced based on scheduled quantities.
- 13.2 Application of Payments for Released Capacity. Payments to Bobcat by a Replacement Customer for released capacity shall be applied as follows: (i) Bobcat shall retain amounts equal to the Replacement Customer's usage charges; (ii) Bobcat will credit the balance to reservation charges due from the Replacement Customer; and (iii) Bobcat shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Customer, in accordance with Section 4.10 of these General Terms and Conditions of this FERC Gas Tariff. If any balance due from the Replacement Customer remains unpaid, then the outstanding balance will then be billed to the Releasing Customer, provided that the Releasing Customer is only liable to the extent of the reservation charges specified in the applicable Storage Service Agreement and corresponding Rate Schedule.
- 13.3 Payment. Customer shall pay Bobcat by wire transfer the full amount reflected on the invoice within fifteen (15) days of the date of the invoice. If the fifteenth (15th) day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such fifteenth (15th) day. If payment differs from the invoiced amount, then remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

GENERAL TERMS AND CONDITIONS
(Continued)

13. BILLINGS AND PAYMENTS (Continued)

13.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof. If a dispute arises as to the amount payable in any invoice rendered hereunder, then Customer shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by Bobcat of any underpayment. In the event Customer fails to forward the entire undisputed amount due to Bobcat when the same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's regulations under the Natural Gas Act from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then Bobcat, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas until such default shall have been cured. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond sixty (60) days after the due date of such invoice, then Bobcat, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder.

13.5 Billing Disputes. If Customer withholds payment of any disputed amount as authorized herein, then Customer shall within ten (10) days after the due date of the disputed invoice submit to Bobcat a written explanation of the dispute and any available supporting documentation. The parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 13.4 of these General Terms and Conditions from the original due date until the date actually paid.

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GENERAL TERMS AND CONDITIONS
(Continued)

13. BILLING AND PAYMENTS (Continued)

13.6 Right to Audit. Both Bobcat and Customer shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of Customer's Storage Service Agreement. Upon request, Customer shall also make available to Bobcat for audit purposes any relevant records of the Transporters to which Customer has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither Bobcat nor Customer shall be required to maintain books, records, or charts for a period of more than two (2) Contract Years following the end of the Contract Year to which they are applicable. Neither Bobcat nor Customer shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two (2) years after the end of the Contract Year in question.

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GENERAL TERMS AND CONDITIONS
(Continued)

14. TAXES

If at any time Bobcat is required to remit any taxes assessed on the Gas pursuant to Customer's Storage Service Agreement, then Bobcat shall have the right to collect from Customer such taxes, including any penalties and interest. Customer agrees to reimburse Bobcat for the taxes assessed on the Gas, including any penalties and interest, within fifteen (15) days of the date of invoice from Bobcat. Customer shall furnish Bobcat information, satisfactory to Bobcat, to enable Bobcat to comply with any reports required by federal, state or local governments and agencies. Customer recognizes that Bobcat may be required to file federal, state, and local ad valorem tax returns, and Customer agrees to furnish Bobcat with adequate information pertaining to the taxation on the Gas. Customer shall coordinate such filings with Bobcat.

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GENERAL TERMS AND CONDITIONS
(Continued)

15. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to Gas it tenders for storage and has stored in Bobcat's storage facility located in St. Landry Parish, Louisiana.

GENERAL TERMS AND CONDITIONS
(Continued)

16. FORCE MAJEURE

16.1 Effects and Obligations

- (a) Effect of Force Majeure. In the event Bobcat is rendered unable, wholly or in part, by reason of an event of Force Majeure, as defined in Section 16.2 of these General Terms and Conditions to perform, wholly or in part, any obligation or commitment under Customer's Storage Service Agreement, upon Bobcat's giving notice and full particulars of such Force Majeure event on its Internet Web Site and/or in writing to Customer within seventy-two (72) hours after the occurrence of the cause relied on, then the obligations of Bobcat shall be suspended to the extent that Bobcat's ability to perform such obligations is affected by such Force Majeure event and for the period of such Force Majeure condition, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

- (b) Force Majeure and Obligation to Pay/Credit Reservation Charges. A Customer taking firm service under Rate Schedules FSS shall not be relieved of its obligation to pay Reservation Charges specified in such firm Rate Schedules due to an event of Force Majeure declared by a third party(ies) and Bobcat shall include the full amount of such Reservation Charges on the Customer's invoice for any Month in which an event of Force Majeure shall have occurred, provided, however, that Bobcat shall calculate credits against the Customer's Reservation Charges payable under Rate Schedules FSS and its Storage Service Agreement to reflect any reduction in Bobcat's ability to render firm services resulting from an event of Force Majeure declared by Bobcat and shall include such credits on the firm Customer's invoice for the next succeeding Month.

GENERAL TERMS AND CONDITIONS
(Continued)

16. FORCE MAJEURE (Continued)

16.1 Effects and Obligations (Continued)

(c) Calculation of Credit Against Reservation Charges. For each Day on which a Customer's firm service under Rate Schedules FSS is curtailed due to an event of Force Majeure declared by Bobcat, Bobcat shall calculate credits against the firm Customer's Reservation Charges payable under Rate Schedules FSS and its Storage Service Agreement using the following formulae:

(i) Curtailment of a firm Customer's injections due to Force Majeure:

$$\text{Reservation Charge Credit} = \text{RC}/\#\text{Days} \times \text{CNIQ}/\text{MDIQ}$$

(ii) Curtailment of a firm Customer's withdrawals due to Force Majeure:

$$\text{Reservation Charge Credit} = \text{RC}/\#\text{Days} \times \text{CNWQ}/\text{MDWQ}$$

Where:

RC = The Customer's Reservation Charges for the Month, calculated using the rates set forth in the Customer's Storage Service Agreement.

#Days = The number of Days in the Month.

CNIQ = The Curtailed Nominated Injection Quantity, which shall be the quantity of Customer's nominated injections actually curtailed on each Day in the Month due to a Force Majeure declared by Bobcat.

CNWQ = The Curtailed Nominated Withdrawal Quantity, which shall be the quantity of Customer's nominated withdrawals actually curtailed on each Day of the Month due to a Force Majeure declared by Bobcat.

MDIQ = The firm Customer's Maximum Daily Injection Quantity, as set forth in its Storage Service Agreement.

MDWQ = The firm Customer's Maximum Daily Withdrawal Quantity, as set forth in its Storage Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

16. FORCE MAJEURE (Continued)

16.2 Nature of Force Majeure. The term "Force Majeure" as used herein and in Customer's Storage Service Agreement shall mean any cause, whether of the kind enumerated herein or otherwise, not reasonably within the control of Bobcat, such as acts of God; strikes, lockouts and industrial disputes or disturbances; inability to secure or delays in obtaining labor, materials, supplies, permits, easements or rights-of-way, including inability to secure materials by reason of allocations promulgated by authorized governmental agencies; arrests and restraints of governments and people; interruptions by government or court orders; present and future valid orders, decisions or rulings of any government or regulatory entity having proper jurisdiction; acts of the public enemy; vandalism; wars; riots; civil disturbances; blockades; insurrections; epidemics; landslides; lightning; tornadoes; hurricanes; earthquakes; fires; storms; floods; washouts; inclement weather which necessitates extraordinary measures and expense to maintain operations; explosions; breakage, accidents and/or maintenance to plant facilities including machinery, lines of pipe, accidents and/or unscheduled maintenance of wells or subsurface storage caverns or reservoirs; testing (as required by governmental authority or as deemed necessary by Bobcat for the safe operation of the facilities required to perform the services hereunder); and the making of repairs or alterations to pipelines, storage, and plant facilities including Transporter(s)' pipeline repairs. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of Bobcat, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of Bobcat.

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GENERAL TERMS AND CONDITIONS
(Continued)

17. NOTICES

Any notice, request, demand, or statement provided for in Customer's Storage Service Agreement, except as otherwise herein provided, shall be given in writing, delivered in person, by United States Mail or via e-mail or facsimile, to the parties at the addresses shown in the executed Storage Service Agreement or at such other addresses as may hereafter be furnished to the other party in writing.

Any notice initially delivered by fax shall be confirmed by regular mail within one (1) week after transmission of the fax.

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GENERAL TERMS AND CONDITIONS
(Continued)

18. FUEL REIMBURSEMENT

Fuel Reimbursement shall be calculated separately for storage services under Rate Schedules FSS and ISS. Each Fuel Reimbursement charge shall be negotiated by Bobcat and Customer such that reimbursement of fuel may be paid in kind or in dollars per Dth, as set forth in Customer's Storage Service Agreement(s).

GENERAL TERMS AND CONDITIONS
(Continued)

19. GAS TITLE TRANSFERS

19.1 A Customer that has executed a Storage Service Agreement under Rate Schedules FSS or ISS may sell Storage Inventory to any other Customer that has executed a Storage Service Agreement under Rate Schedules FSS or ISS, provided that:

- (a) The Customer selling Storage Inventory provides notification to Bobcat's Gas dispatcher prior to the nomination deadline and provides Bobcat with written verification of the transfer within three (3) Business Days; and
- (b) The purchase does not cause either Customer to exceed its MSQ as specified in the Customer's Storage Service Agreement, or cause either Customer's Storage Inventory balance to go below zero.

19.2 Bobcat will recognize the transfer for purposes of computing available Storage Inventory on a prospective basis within twenty-four (24) hours after receiving the notification. In the event the required written verification is not received, the transfer will no longer be recognized and the Storage Inventory for each Customer will be restated to reflect the reversal of the transfer.

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GENERAL TERMS AND CONDITIONS
(Continued)

20. PENALTIES

- 20.1 Customer shall be liable for and shall be required to reimburse Bobcat for all penalties, charges, and fees that Bobcat is required to pay to Transporter(s) as a consequence of Customer's actions. The recovery of such penalty amounts shall be on an as-billed basis.
- 20.2 In addition to the payment of the penalties set forth in Section 20.1 of these General Terms and Conditions, the responsible Customer shall also be liable for, and shall reimburse Bobcat, for all costs incurred by Bobcat as a consequence of such Customer's actions.

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GENERAL TERMS AND CONDITIONS
(Continued)

21. STANDARDS OF CONDUCT

Bobcat does not meet the Commission's definition of a "Transmission Provider" pursuant to 18 C.F.R. § 358.3(a) of the Commission's regulations because it is a storage company authorized to charge market-based rates, is not interconnected with the facilities of any affiliated interstate natural gas pipeline, has no exclusive franchise area, has no captive customers and has no market power. Therefore, Bobcat is not required to comply with FERC's Transmission Provider Standards of Conduct, as promulgated in Order Nos. 2004, et al., and codified at 18 C.F.R. Part 358.

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GENERAL TERMS AND CONDITIONS
(Continued)

22. FORM OF SERVICE REQUEST

BOBCAT GAS STORAGE SERVICE REQUEST

Send to:

Bobcat Gas Storage
11200 Westheimer, Suite 625
Houston, Texas 77042
Attention: Jamie Craddock, Senior VP Marketing
Telephone: 713-800-3510
Fax: 713-800-3540
E-mail: jcraddock@bobcatstorage.com

NOTE: A deposit, as required by Section 3.1(b) of these General Terms and Conditions, must accompany each firm service request to be valid.

INFORMATION REQUIRED FOR VALID STORAGE REQUEST

NOTE: Any change in the facts set forth below, whether before or after service begins, must be promptly communicated to Bobcat in writing.

Prospective Customer's name and address:

(Note: the Customer is the party that has all lawful right and title to the Gas to be stored and that proposes to execute the Storage Service Agreement with Bobcat).

CUSTOMER:

_____ (Customer's Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
Fax: _____
Email: _____

This request is for: (check one)

_____ Firm Storage Service under Rate Schedule FSS
_____ Interruptible Storage Service under Rate Schedule ISS

GENERAL TERMS AND CONDITIONS
(Continued)

22. FORM OF SERVICE REQUEST (Continued)

Requested Firm Storage Service

(a) Request Quantities

_____ Maximum Storage Quantity (MSQ) for Gas to be
stored in Bobcat's storage facilities.

_____ Maximum Daily Injection Quantity (MDIQ) for Gas
to be received and injected into Bobcat's storage
facilities.

_____ Maximum Daily Withdrawal Quantity (MDWQ) for Gas
to be withdrawn from Bobcat's storage facilities and
delivered by Bobcat.

Transporter Name: _____

(b) Rates prospective Customer proposes to pay for storage
service under Rate Schedule FSS:

_____ Monthly Storage Reservation Charge (\$/Dth of MSQ)
_____ Injection Charge (\$/Dth)
_____ Withdrawal Charge (\$/Dth)
_____ Excess Injection Charge (\$/Dth)
_____ Excess Withdrawal Charge (\$/Dth)
_____ Fuel Charge (\$/Dth) or (in kind)

(c) Term of Service: _____

Commencement Date: _____

Termination Date: _____

GENERAL TERMS AND CONDITIONS
(Continued)

22. FORM OF SERVICE REQUEST (Continued)

Requested Interruptible Storage Services

(a) Requested Quantities

- _____ Maximum Storage Quantity (MSQ) for Gas to be stored in Bobcat's storage facilities on an interruptible basis.
- _____ Maximum Daily Injection Quantity (MDIQ) for Gas to be received by Bobcat and for Gas to be injected into Bobcat's storage facilities.
- _____ Maximum Daily Withdrawal Quantity (MDWQ) for Gas to be withdrawn from Bobcat's storage facilities and for Gas to be delivered by Bobcat. (if applicable)

Transporter Name: _____

(b) Rates Customer proposes to pay for interruptible service under Rate Schedule ISS, as applicable:

- _____ Interruptible Daily Capacity Charge (\$/Dth)
- _____ Interruptible Injection Charge (\$/Dth)
- _____ Interruptible Withdrawal Charge (\$/Dth)
- _____ Interruptible Receipt Charge (\$/Dth)
- _____ Interruptible Delivery Charge (\$/Dth)
- _____ Inventory Transfer Charge (\$/Dth)
- _____ Fuel Charge (\$/Dth) or (in kind)

- (c) Term of Service: _____
Commencement Date: _____
Termination Date: _____

Affiliated Transaction.

Is Customer affiliated with Bobcat?
Yes _____ No _____

If yes, indicate the type of affiliation and the percentage of ownership between Bobcat and Customer:

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GENERAL TERMS AND CONDITIONS
(Continued)

22. FORM OF SERVICE REQUEST (Continued)

Type of Customer.

Customer is a(n): (Check one)
_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
_____ Marketer/Broker
_____ Producer
_____ LNG Re-gasifier
_____ End User/Other (please describe:)

Customer's address for statements and invoices:

_____ (Customer's Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
Fax: _____
Email: _____

For all other matters:

_____ (Customer's Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
Fax: _____
Email: _____

Acceptance of a service request is contingent upon Bobcat's completion of a satisfactory credit appraisal.

By submitting this request, prospective Customer certifies further that it will execute, if tendered by Bobcat, a Storage Service Agreement for the level of service requested herein.

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FERC Docket: RP08-608-000

Original Sheet No. 114 Original Sheet No. 114

GENERAL TERMS AND CONDITIONS
(Continued)

22. FORM OF SERVICE REQUEST (Continued)

THIS SERVICE REQUEST IS HEREBY SUBMITTED
THIS _____ DAY OF _____, _____.

By: _____
Title: _____
Telephone number () _____-_____
E-mail: _____
Customer: _____ (Company Name)

GENERAL TERMS AND CONDITIONS
(Continued)

23. NORTH AMERICAN ENERGY STANDARDS BOARD

Bobcat has adopted all of the Business Practices and Electronic Communications Standards which are required by the Commission in 18 CFR, Section 284.12(a), as amended from time to time, in accordance with Order No. 587, et al. In addition to the NAESB WGQ Standards referenced elsewhere in the Tariff, Bobcat specifically incorporates by reference the following NAESB WGQ Version 1.9 Standards, Definitions and Data Sets, by reference:

- A. General Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17.
- B. Creditworthiness Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10.
- C. Gas-Electric Operational Communications Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15.
- D. Nominations Related Standards:
1.3.1, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 1.3.9,
1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22,
1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31,
1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40,
1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49,
1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58,
1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67,
1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76,
1.3.77, 1.3.79, 1.3.80.
- E. Flowing Gas Related Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10,
2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19,
2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29,
2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42,
2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51,
2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60,
2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65.
- F. Invoicing Related Standards:
3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10,
3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19,
3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26.

GENERAL TERMS AND CONDITIONS
(Continued)

23. NORTH AMERICAN ENERGY STANDARDS BOARD (Continued)

- G. Quadrant Electronic Delivery Mechanism Related Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22,
4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31,
4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41,
4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50,
4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59,
4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72,
4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82,
4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92,
4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99.
- H. Capacity Release Standards:
5.3.1, 5.3.3, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11,
5.3.12, 5.3.16, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23,
5.3.24, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33,
5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42,
5.3.43, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51,
5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60,
5.3.61, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69.
- I. Internet Electronic Transport Related Standards:
10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9,
10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18,
10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26,
10.3.27.
- J. Gas-Electric Operational Communications Definitions:
0.2.1, 0.2.2, 0.2.3.
- K. Storage Information Data Sets:
0.4.1.
- L. Nominations Related Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11,
1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19.
- M. Nominations Related Data Sets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7.
- N. Flowing Gas Related Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5.

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Second Revised Sheet No. 117 Second Revised Sheet No. 117
Superseding: Substitute First Revised Sheet No. 117

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(Continued)

23. NORTH AMERICAN ENERGY STANDARDS BOARD (Continued)
- O. Flowing Gas Related Data Sets:
2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10,
2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18.
 - P. Invoicing Related Definition:
3.2.1.
 - Q. Invoicing Related Data Sets:
3.4.1, 3.4.2, 3.4.3, 3.4.4.
 - R. Quadrant Electronic Delivery Mechanism Related Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10,
4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18,
4.2.19, 4.2.20.
 - S. Capacity Release Definitions:
5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5.
 - T. Capacity Release Data Sets:
5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10,
5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18,
5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23.
 - U. Trading Partner Agreement and Data Sets:
Bobcat shall use the Trading Partner Agreement found in NAESB Standard
6.3.3, and shall use the standardized data sets provided in the NAESB
Standards upon ninety (90) days of a Customer request to use such data
sets.
 - V. Internet Electronic Transport Related Definitions:
10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8,
10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16,
10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23,
10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30,
10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37,
10.2.38.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS

- 24.1 Joint Obligations. When Customer under a Storage Service Agreement consists of two or more persons, the obligations of such persons under such agreement shall be joint and several and, except as otherwise provided, any action provided to be taken by Customer shall be taken by such persons jointly.
- 24.2 Nondiscriminatory Waiver of Tariff Provisions and Non-Waiver of Future Defaults. Bobcat may waive any of its rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver by either Customer or Bobcat of any one or more defaults by the other in the performance of any provision of the Storage Service Agreement between Customer and Bobcat shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 24.3 Modification. No modification to the terms and provisions of any Storage Service Agreement or exhibit thereto shall be or become effective except by the execution of a superseding Storage Service Agreement or exhibit thereto.
- 24.4 Successors-in-Interest. Any company that succeeds by purchase, merger, consolidation, or otherwise to the properties substantially as an entirety, of Bobcat or of Customer, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under a Storage Service Agreement. In accordance with the capacity release procedures set forth in Section 4 of these General Terms and Conditions, Customer may, without relieving itself of its obligations under such Storage Service Agreement, assign any of its rights and obligations thereunder to another Customer, but otherwise no assignment of such Storage Service Agreement, or of any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of Bobcat. These restrictions on assignment shall not in any way prevent Customer from pledging or mortgaging its rights under a Storage Service Agreement as security for its indebtedness.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.5. Default and Termination

- (a) Customer shall be in default under this FERC Gas Tariff or the Storage Service Agreement if:
 - (1) Customer shall fail to pay any sums due to Bobcat hereunder and such failure continues for a period of five (5) Business Days after written notice to Customer by Bobcat;
 - (2) Customer fails to perform any of its material covenants or obligations under this FERC Gas Tariff or the Storage Service Agreement, other than obligations to make payments to Bobcat, and Customer does not remedy such failure within a period of thirty (30) days after receipt of a notice from Bobcat and indemnify and hold harmless Bobcat from and against any losses resulting from such failure;
 - (3) Customer or its guarantor becomes insolvent, however evidenced.
 - (4) Customer fails to provide or maintain Financial Assurances.
- (b) In the event of any default by Customer, in addition to all other remedies available to it pursuant to the Storage Service Agreements or at law and in equity, Bobcat may do any or all of the following:
 - (1) Demand within five (5) Business Days repayment of the entire balance of the outstanding Gas loan to Customer;
 - (2) refuse to accept any further deliveries of Gas from or on behalf of Customer pursuant to all or any transactions;
 - (3) refuse to deliver Gas to or on behalf of Customer pursuant to all or any transactions;
 - (4) set off any amount owing by Bobcat to Customer pursuant to any transaction(s) against amounts otherwise owing by Customer to Bobcat pursuant to any other transaction(s);
 - (5) suspend performance until Customer corrects the default in full;
 - (6) terminate the Customer's Storage Service Agreement, provided that Bobcat shall provide not less than thirty (30) days notice of such termination to the Customer and to FERC and

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.5. Default and Termination (Continued)

(b) In the event of any default by Customer (Continued)

(7) assert any liens or other interests, consistent with applicable law, against any gas Customer may have remaining in Bobcat's system.

(c) In the event Bobcat shall have suspended service pursuant to Section 24.5(b), Customer may cause Bobcat to resume or continue service by providing Financial Assurances pursuant to Section 24.7 of these General Terms and Conditions within thirty (30) days of Bobcat's notice of suspension. Bobcat shall not charge Customer for services during any period of suspension pursuant to Section 24.5(b) of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.6. Policy with Respect to Fees and Construction of Facilities

- (a) Except as provided in Section 24.6(b) of these General Terms and Conditions, Customer shall reimburse Bobcat (a) for the costs of any facilities installed by Bobcat with Customer's consent to receive, measure, store, or deliver Gas for Customer's account and (b) for any and all filings and approval fees required in connection with Customer's Storage Service Agreement that Bobcat is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due Bobcat by Customer pursuant to this Section shall be due and payable to Bobcat within ten (10) days of receipt by Customer of Bobcat's invoice(s) for same; provided, however, that subject to Bobcat's consent, such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the Storage Service Agreement between Bobcat and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both Bobcat and Customer.

- (b) Bobcat may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 24.6 of these General Terms and Conditions for Rate Schedules FSS if Customer provides Bobcat adequate assurances to make construction of the facilities economical to Bobcat. All requests for waiver shall be handled by Bobcat in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Bobcat will evaluate projects on the basis of various economic criteria, which will include the estimated cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Bobcat estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Bobcat. In estimating the revenues to be generated, Bobcat will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the interruptible versus the firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.6 Off-System Capacity. Bobcat may, from time to time, acquire transportation and/or storage capacity on a third-party pipeline system. Bobcat will only provide transportation and storage services for others using such capacity pursuant to its open access FERC Gas Tariff subject to its rates approved by the FERC. For purposes of transactions entered into subject to this Section, the "Customer must hold title" policy is waived to permit such use.

24.7 Creditworthiness - Determinations and Requirements

- (a) Evidence of creditworthiness. Acceptance of a service request and/or continuation of service is contingent upon Bobcat's completion of a credit appraisal it deems satisfactory in accordance with the criteria set forth in this Section 24.7. To enable Bobcat to conduct such credit appraisal, a prospective Customer shall submit the following information, to the extent such information is applicable to such prospective Customer; provided, however, that Bobcat's receipt of such material shall not be deemed acceptance of a request for service, which acceptance shall be made only after Bobcat's receipt of the material and information set forth below and a determination by Bobcat that the prospective Customer is sufficiently creditworthy. Bobcat shall maintain the confidentiality of any non-public information received from a prospective Customer pursuant to this Section 24.7 in accordance with the provisions of Section 24.8. A prospective Customer shall be deemed creditworthy if such prospective Customer has an Acceptable Credit Rating, as defined in Section 24.7(e) of these General Terms and Conditions, or if such prospective Customer satisfies Bobcat's credit appraisal criteria based on an evaluation of the material provided by prospective Customer pursuant to this Section 24.7(a). Bobcat shall inform a prospective Customer in writing whether or not the prospective Customer has been determined creditworthy within five (5) Business Days of receipt of all information required under this Section 24.7(a) for Bobcat to complete its credit appraisal. Upon determination by Bobcat that a prospective Customer is not creditworthy, Bobcat will provide notification and an opportunity to challenge such determination in accordance with Section 24.7(c) of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

(a) Evidence of creditworthiness (Continued)

- (1) Prospective Customer shall provide current audited financial statements, annual reports, 10-K reports, interim financial statements with attestation by the Chief Financial Officer (or equivalent) that such statements are a true, correct and fair representation of financial condition prepared in accordance with generally accepted accounting principles in the United States as consistently applied ("GAAP") and other filings with regulatory agencies which discuss the prospective Customer's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available;
- (2) Prospective Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports must show that the prospective Customer's obligations are being paid on a reasonably prompt basis;
- (3) Prospective Customer shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a prospective Customer that is a debtor in possession operating under Chapter XI of the U.S. Bankruptcy Code but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the bankruptcy court's jurisdiction;
- (4) Prospective Customer shall confirm in writing that it is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;

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FERC Docket: RP08-608-000

Original Sheet No. 124 Original Sheet No. 124

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

(a) Evidence of creditworthiness (Continued)

- (5) If Prospective Customer has an on-going business relationship with Bobcat, no delinquent balances shall be outstanding for services Bobcat shall have previously performed and Customer shall have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract;
- (6) Prospective Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon its ability to remain solvent;
- (7) For prospective Customers that are state-regulated local distribution companies, documentation provided by each state regulatory commission (or equivalent authority) having jurisdiction over the local distribution company's rates establishing the existence and effectiveness of an authorized gas cost recovery mechanism which (i) provides for full recovery of both gas commodity and transportation capacity costs and (ii) is afforded regulatory asset accounting treatment in accordance with GAAP;
- (8) A Statement of prospective Customer's legal composition and a statement of the length of time prospective Customer's business has been in operation; and
- (9) Such other information as may be mutually agreed to by Bobcat and prospective Customer.
- (10) In the event prospective Customer cannot provide the information specified in this Section 24.7(a), Customer shall, if applicable, provide that information for its parent company.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

- (b) Bobcat shall not be required to perform or to continue service under any Rate Schedule on behalf of any Customer or prospective Customer which, upon Bobcat's request for demonstration of creditworthiness, fails within a reasonable period to demonstrate creditworthiness in accordance with Section 24.7(a); provided, however, that such Customer or prospective Customer may receive service under any Rate Schedule if it provides Financial Assurances pursuant to Section 24.7(e). Notwithstanding the foregoing, Bobcat shall not be required to perform or to continue service under any Rate Schedule on behalf of any Customer or prospective Customer which is or has become insolvent, irrespective of whether it provides Financial Assurances pursuant to Section 24.7(e). For purposes of this Section 24.7(b), the insolvency of a Customer or prospective Customer shall be conclusively demonstrated by the filing by Customer, or any parent entity thereof or guarantor of Customer, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Customer, or any parent entity thereof or guarantor of Customer, bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Customer, or any parent entity thereof or guarantor of Customer, under the U.S. Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Customer, or any parent entity thereof or guarantor of Customer, or of any substantial part of their property, or the ordering of the winding-up or liquidation of their affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

(c) Determination of Non-creditworthiness

- (1) Upon a determination by Bobcat that an existing or prospective Customer is non-creditworthy, Bobcat will provide a written explanation of the basis for its determination within five (5) Business Days of such determination, and will include in such explanation the reasons Customer has been determined to be non-creditworthy. The Customer may challenge Bobcat's determination in writing within five (5) Business Days of receipt of Bobcat's notice of non-creditworthiness.
- (2) At any time after a Customer is determined to be non-creditworthy by Bobcat, Customer may initiate a creditworthiness re-evaluation by Bobcat. As part of a Customer's re-evaluation request, Customer shall either update or confirm in writing the prior information provided to Bobcat related to Customer's creditworthiness. Such update shall include any event(s) that Customer believes could lead to a material change in Customer's creditworthiness.
- (3) Following Bobcat's receipt of Customer's request for re-evaluation, within five (5) Business Days Bobcat shall provide a written response to Customer's request for re-evaluation. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Bobcat's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Customer's request, unless specified in Bobcat's tariff or if the parties mutually agree to some later date.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

(d) Additional Information

- (1) Customer or prospective Customer shall also promptly provide such additional evidence of creditworthiness as may be reasonably required by Bobcat, at any time during the term of service under a Storage Service Agreement, to enable Bobcat to determine Customer's or prospective Customer's creditworthiness.
- (2) After receipt of a request for service, Bobcat may require that prospective Customer furnish additional information as a prerequisite to Bobcat offering to execute a Storage Service Agreement with such prospective Customer. Such information may include proof of prospective Customer's lawful right and/or title to cause the Gas to be delivered to Bobcat for service under this FERC Gas Tariff and of prospective Customer's contractual or physical ability to cause such Gas to be delivered to and received from such prospective Customer's designated Point(s) of Delivery and/or Receipt.
- (3) Should a Customer or a prospective Customer desire Bobcat to provide service pursuant to Section 311 of the Natural Gas Policy Act, it shall provide to Bobcat a statement warranting that it complies with all requirements for receiving service pursuant to Section 311 and the FERC's regulations thereunder, including, but not limited to, compliance with the "on-behalf-of" requirement then in effect.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

(e) Creditworthiness - Financial Assurances

- (1) For the purposes of this Section 24.7(e), the following terms shall have the meanings set forth below:
 - (A) "Acceptable Credit Rating" means a Credit Rating no lower than BBB- from Standard and Poor's Rating Service or Baa3 from Moody's Investor Services, Inc.;
 - (B) "Credit Rating" means the rating given to Customer's unsecured Long Term Debt by Standard and Poor's Rating Service or Moody's Investor Services, Inc.;
 - (C) "Collateral Requirement" means an amount equal to (i) in the case of firm service to be provided by Bobcat using existing facilities, reservation charges payable at the rate specified in Customer's bid for service or Storage Service Agreement for a period of three (3) Months or the duration of the Customer's bid or Storage Service Agreement, whichever is shorter, (ii) in the case of Interruptible services to be provided by Bobcat using existing facilities, the Interruptible charge(s) calculated on a one hundred percent (100%) load factor basis payable for a period of three (3) Months or the duration of the Customer's Storage Service Agreement, whichever is shorter; or (iii) for service that requires Bobcat to construct new facilities, an amount determined by Bobcat prior to the start of construction that is reasonable in light of the risks of the construction project, not to exceed Customer's proportional share of the cost of the facilities to be constructed (which amount shall be reduced as Customer pays off the obligation for construction of new facilities); plus, for each (i), (ii) and (iii) the Market Value of Loaned Gas, where applicable.
 - (D) "Market Value of Loaned Gas" shall mean the value obtained by multiplying 100% of the outstanding cumulative balance of Gas loaned by Bobcat to Customer under all Storage Services Agreements by the Henry Hub spot price as calculated by Bobcat from time to time.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

(e) Creditworthiness - Financial Assurances (Continued)

(1) Term Meanings (Continued)

(E) "Material Adverse Change" means the failure of Customer or guarantor at any time to satisfy the requirements pertaining to creditworthiness set forth in Section 24.7(a), to maintain an Acceptable Credit Rating or to maintain or reinstate one of the forms of Financial Assurances specified in Section 24.7(e) (4) within five (5) Business Days after written notice from Bobcat; and

(F) "Financial Assurances" means one or more of the forms of security set forth in Sections 24.7(e) (4) (A), 24.7(e) (4) (B), 24.7(e) (4) (C) and 24.7(e) (4) (D), in accordance with and in an amount equal to the Collateral Requirement as set forth in Section 24.7(e) (4).

(2) If Customer suffers a Material Adverse Change, then, within five (5) Business Days after written notice from Bobcat, Customer shall provide Bobcat with one or more of the forms of Financial Assurances as set forth in Section 24.7(e) (4).

(3) If prior to initiation of service Customer does not have an Acceptable Credit Rating, then, as a condition of Bobcat initiating service, Customer shall provide Bobcat with one or more of the forms of Financial Assurances provided in Section 24.7(e) (4).

(4) A Customer that does not have, or at any time fails to maintain, an Acceptable Credit Rating shall provide to Bobcat, to secure its obligation to Bobcat pursuant to each of Customer's Storage Service Agreements, one or more of the following forms of Financial Assurances:

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

(e) Creditworthiness - Financial Assurances (Continued)

(4) Forms of Financial Assurances (Continued)

(A) An irrevocable direct pay letter of credit in form and substance acceptable to Bobcat issued by a bank or other financial institution reasonably acceptable to Bobcat and having a long-term credit rating of at least AA- from Standard and Poor's Rating Service or the equivalent rating from Moody's Investor Services, Inc. ("Letter of Credit"), subject to the following:

- (i) each Letter of Credit shall be in effect for the lesser of one (1) year or for the term of service under the Storage Service Agreement (the "Term") plus one hundred twenty (120) days. If the Term plus one hundred twenty (120) days is greater than one (1) year, Customer shall ensure that its obligation to Bobcat is secured continuously, and accordingly shall provide Bobcat with a replacement Letter of Credit no later than one hundred twenty (120) days prior to the expiration of the then-effective Letter of Credit. Bobcat will return the expiring Letter of Credit to Customer within five (5) Business Days of the date the Replacement Letter of Credit becomes effective;
- (ii) each Letter of Credit shall provide for partial drawdowns;
- (iii) in addition to all other remedies available to Bobcat at law or in equity, if Customer fails to provide a replacement Letter of Credit in accordance with this Section 24.7(e)(4)(A), Bobcat may draw upon the expiring Letter of Credit to the full amount thereof and apply the funds so drawn in payment in whole or in part of the obligations of Customer under each or any of Customer's Storage Service Agreements; and

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

(e) Creditworthiness - Financial Assurances (Continued)

(4) Forms of Financial Assurances (Continued)

(A) Letter of Credit (Continued)

(iv) With respect to any Letter of Credit delivered by Customer in satisfaction of a Collateral Requirement, in all cases the costs and expenses of establishing, renewing, substituting, canceling and increasing the amount of any Letter of Credit or cash deposit provided in satisfaction of the Collateral Requirement shall be borne by the Customer (including, but not limited to, reasonable costs, expenses and attorneys' fees of Bobcat).

(B) A guaranty granted to Bobcat by Customer's Guarantor with an Acceptable Credit Rating ("Guaranty"). The Guaranty shall be in form and substance acceptable to Bobcat and the provisions of this Section shall apply to the Guarantor as if the Guarantor were the Customer.

(C) Customer may prepay for service in an amount equal to Customer's Collateral Requirement, provided that such prepayments shall be considered collateral held for security and not advance payments for services. Prepayment amounts shall be deposited in an interest ^abearing escrow account established by Customer. The escrow bank must be acceptable to Bobcat and the escrow agreement shall provide for prepayment amounts to be applied against Customer's obligation under its Storage Service Agreement with Bobcat and shall grant Bobcat a security interest in such amounts as an assurance of future performance. The escrow agreement shall specify the permitted investments of escrowed funds so as to protect principal, and shall include only such investment options as corporations typically use for short-term deposit of their funds. If Bobcat is required to draw down the funds in escrow, Customer shall replenish such funds within five (5) Business Days.

GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.7 Creditworthiness - Determinations and Requirements (Continued)

(e) Creditworthiness - Financial Assurances (Continued)

(4) Forms of Financial Assurances (Continued)

(D) At Customer's request, Bobcat may accept other forms of Financial Assurances to secure Customer's obligations under the Storage Service Agreements, provided that Bobcat may reject or accept such other forms of Financial Assurances in a manner that is not unduly discriminatory.

(f) Customer's obligation to maintain an Acceptable Credit Rating or to provide Financial Assurances shall continue for so long as the Parties are bound by the Storage Service Agreements and all transactions entered into thereunder. This obligation shall terminate when Customer has performed or satisfied all of its obligations under the Storage Service Agreements. Upon the termination of a Storage Service Agreement, Bobcat shall return to Customer, if applicable:

- (1) the Letter of Credit and funds held by Bobcat as security pursuant to Section 24.7(e) (4) (A) then in its possession but only to the extent it has not then applied such funds pursuant to this FERC Gas Tariff to the debts, expenses, costs, assessments and liabilities payable by Customer to Bobcat pursuant to the provisions of the Storage Service Agreement(s);
- (2) the Guaranty held by Bobcat pursuant to Section 24.7(e) (4) (B);
- (3) any security interest in amounts prepaid by Customer pursuant to Section 24.7(e) (4) (C) not required to pay charges for service rendered under the Storage Service Agreements; or
- (4) any other forms of Financial Assurances accepted by Bobcat pursuant to Section 24.7(e) (4) (D).

(g) Termination of a Customer's Storage Service Agreement based on non-creditworthiness shall be in accordance with Section 24.5 of the General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS
(Continued)

24. MISCELLANEOUS (Continued)

24.8. Confidentiality. The contents of all transactions entered into by the parties to an executed Storage Service Agreement shall be kept confidential by each, except to the extent that any information must be disclosed to a third party as required by law, for either party's financial needs, or for the purpose of effectuating the transaction. Notwithstanding this section, Bobcat may elect to release such information when required by law, or when directed by a regulatory agency having jurisdiction, including any such directives to file to meet informational reporting requirements established by the FERC of any or all of the details concerning the provision of service to the Customer, including without limitation, the details of any transaction entered into between Bobcat and Customer. Bobcat shall take all reasonable steps to ensure that such regulatory agency treat Customer's information as commercially sensitive and confidential.

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FERC Docket: RP08-608-000

Original Sheet Nos. 134-149 Original Sheet Nos. 134-149

Sheet Nos. 134-149 are being

Reserved for Future Use

Effective Date: 10/15/2008 Status: Effective
FERC Docket: RP08-608-000

Original Sheet No. 150 Original Sheet No. 150

FORM OF SERVICE AGREEMENT
FIRM STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule FSS)

This Agreement is made as of the _____ day of _____, ____ by and between Bobcat Gas Storage herein called "Bobcat", and _____ an _____, herein called "Customer," pursuant to the following recitals and representations: NOW, THEREFORE, Bobcat and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Bobcat's Rate Schedule FSS, and of this Agreement, Bobcat shall, on any Day, receive for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity pursuant to the schedule attached hereto as Exhibit "B," shall store quantities of Gas so injected in Bobcat's underground gas storage facility located in St. Landry Parish, Louisiana, up to a Maximum Storage Quantity of _____ Dth (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of _____ Dth.

ARTICLE II POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to Bobcat under this Agreement (Customer's Point(s) of Receipt) and the point(s) at which the Gas is to be tendered by Bobcat to Customer under this Agreement (Customer's Point(s) of Delivery) shall be the point(s) designated on Exhibit "A" hereto.

ARTICLE III - PRICE

1. Customer agrees to pay Bobcat the following charges for all Gas storage service furnished to Customer hereunder:

_____ Storage reservation charge (\$/Dth/Month)
_____ Storage injection charge (\$/Dth)
_____ Storage withdrawal charge (\$/Dth)
_____ Excess injection charge (\$/Dth)
_____ Excess withdrawal charge (\$/Dth)
_____ Fuel reimbursement (\$/Dth) or (in kind)

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FERC Docket: RP08-608-000

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FORM OF SERVICE AGREEMENT
FIRM STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule FSS)
(Continued)

2. Customer further agrees to pay Bobcat all other applicable fees and charges as set forth in these General Terms and Conditions and in Rate Schedule FSS.
3. Customer shall reimburse Bobcat for all applicable taxes as may be assessed against Bobcat for the receipt, injection, storage, withdrawal, and/or delivery of Customer's Gas. In addition, Customer shall reimburse Bobcat for Customer's pro rata portion, based on the MSQ of all Rate Schedule FSS Customers, of all ad valorem taxes, property taxes, and/or other similar taxes assessed against and paid by Bobcat.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Bobcat's Rate Schedule FSS and the provisions of Bobcat's FERC Gas Tariff, as filed with the FERC, together with the General Terms and Conditions of this FERC Gas Tariff applicable thereto (including any changes in said Rate Schedule, Tariff, or General Terms and Conditions, as may from time to time be filed and made effective by Bobcat).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Primary Term"). Thereafter, this Agreement shall continue for successive terms of _____ Month(s) each (the "Renewal Term"), provided that the original Primary Term was for a period of at least twelve (12) consecutive Months, unless either party gives _____ Days' written notice to the other party prior to the end of the Primary Term or any Renewal Term thereafter.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

BOBCAT NOTICES:

Bobcat Gas Storage
11200 Westheimer, Suite 625
Houston, Texas 77042
Attention: Jamie Craddock, Senior VP Marketing

Effective Date: 10/15/2008 Status: Effective
FERC Docket: RP08-608-000

Original Sheet No. 152 Original Sheet No. 152

FORM OF SERVICE AGREEMENT
FIRM STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule FSS)
(Continued)

CUSTOMER NOTICES:

Attention: _____

BILLINGS:

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Bobcat or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Bobcat's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

Bobcat and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Firm Storage Service Agreement, dated _____, ____.

Effective Date: 10/15/2008 Status: Effective

FERC Docket: RP08-608-000

Original Sheet No. 153 Original Sheet No. 153

FORM OF SERVICE AGREEMENT
FIRM STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule FSS)
(Continued)

ARTICLE X WAREHOUSEMEN'S LIEN

CUSTOMER HEREBY ACKNOWLEDGES THAT BOBCAT SHALL BE ENTITLED TO, AND BOBCAT HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY BOBCAT FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY BOBCAT, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT BOBCAT SHALL BE ENTITLED TO, AND BOBCAT HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

1. THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY BOBCAT TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN BOBCAT'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;
2. THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.17 OF THE GENERAL TERMS AND CONDITIONS;
3. THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED;
4. THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND
5. THE SIGNATURE OF BOBCAT ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

Effective Date: 10/15/2008 Status: Effective

FERC Docket: RP08-608-000

Original Sheet No. 154 Original Sheet No. 154

FORM OF SERVICE AGREEMENT
FIRM STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule FSS)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

BOBCAT GAS STORAGE

By _____
Title _____

Customer _____
By _____
Title _____

Effective Date: 10/15/2008 Status: Effective
FERC Docket: RP08-608-000

Original Sheet No. 155 Original Sheet No. 155

FORM OF SERVICE AGREEMENT
FIRM STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule FSS)
(Continued)

EXHIBIT A
to the Agreement between Bobcat and _____ (Customer)

Point(s) of Receipt and Point(s) of Delivery:

ANR Pipeline Company:

Maximum Daily Receipt Quantity (MDRQ) _____
Maximum Daily Delivery Quantity (MDDQ) _____

Florida Gas Transmission Company:

Maximum Daily Receipt Quantity (MDRQ) _____
Maximum Daily Delivery Quantity (MDDQ) _____

Gulf South Pipeline Company:

Maximum Daily Receipt Quantity (MDRQ) _____
Maximum Daily Delivery Quantity (MDDQ) _____

Transcontinental Gas Pipe Line Corporation:

Maximum Daily Receipt Quantity (MDRQ) _____
Maximum Daily Delivery Quantity (MDDQ) _____

Texas Eastern Transmission, LP:

Maximum Daily Receipt Quantity (MDRQ) _____
Maximum Daily Delivery Quantity (MDDQ) _____

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FERC Docket: RP08-608-000

Original Sheet No. 156 Original Sheet No. 156

FORM OF SERVICE AGREEMENT
FIRM STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule FSS)
(Continued)

EXHIBIT B
to the Agreement between Bobcat and _____ (Customer)

The Maximum Storage Injection Quantity ("MDIQ") Customer may inject pursuant to the Firm Storage Service Agreement at any time is determined by the following schedule:

| Storage Inventory* | Point of Receipt Pressure - PSIG | | |
|-----------------------|----------------------------------|---------|-------|
| | 800-850 | 851-900 | 901+ |
| 0-20% | _____ | _____ | _____ |
| 21-40% | _____ | _____ | _____ |
| 41-60% | _____ | _____ | _____ |
| 61-80% | _____ | _____ | _____ |
| 81-100% | _____ | _____ | _____ |

* The Storage Inventory is expressed as a percentage of Customer's MSQ.

Effective Date: 10/15/2008 Status: Effective
FERC Docket: RP08-608-000

Original Sheet No. 157 Original Sheet No. 157

FORM OF SERVICE AGREEMENT
INTERRUPTIBLE STORAGE SERVICES AGREEMENT
(For Use Under Rate Schedule ISS)

This Agreement is made as of the ___ day of _____, _____, by and between Bobcat Gas Storage herein called "Bobcat," and _____ a _____, herein called "Customer," pursuant to the following recitals and representations:

NOW, THEREFORE, Bobcat and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Bobcat's Rate Schedule ISS and of this Agreement, Bobcat shall provide Interruptible service for Customer and shall receive, inject, store, withdraw, and/or deliver, as the case may be, quantities of Gas up to the Customer's MDRQ, MDIQ, MDWQ, MSQ and MDDQ, as applicable, as set forth on Exhibit A hereto.

ARTICLE II POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to Bobcat under this Agreement (Customer's Point(s) of Receipt) and the point(s) at which the Gas is to be tendered by Bobcat to Customer under this Agreement (Customer's Point(s) of Delivery) shall be the point(s) designated on Exhibit A hereto.

ARTICLE III - PRICE

1. Customer agrees to pay Bobcat the charges for the Gas services requested by Customer as set forth on Exhibit A hereto.
2. Where applicable, Customer agrees to pay in kind or dollars the Fuel Reimbursement amount as set forth on Exhibit A hereto.
3. Customer further agrees to pay Bobcat all other applicable fees and charges as set forth in the General Terms and Conditions of this FERC Gas Tariff and in Rate Schedule ISS, as applicable.

ARTICLE IV - INCORPORATION OF RATE SCHEDULES AND TARIFF PROVISIONS

The terms and conditions specified in Bobcat's Rate Schedule ISS and the provisions of Bobcat's FERC Gas Tariff as filed with the FERC, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedules, Tariff or General Terms and Conditions as may from time to time be filed and made effective by Bobcat) are hereby incorporated into this Agreement and made applicable to each term, condition, and obligation hereof.

ARTICLE V - TERM OF AGREEMENT

This Agreement shall become effective on _____, _____, and shall remain in force and effect on a Month to Month basis unless terminated by either party upon at least thirty (30) Days' prior written notice to the other party.

Effective Date: 10/15/2008 Status: Effective
FERC Docket: RP08-608-000

Original Sheet No. 158 Original Sheet No. 158

FORM OF SERVICE AGREEMENT
INTERRUPTIBLE STORAGE SERVICES AGREEMENT
(For Use Under Rate Schedule ISS)
(Continued)

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

BOBCAT NOTICES:

Bobcat Gas Storage
11200 Westheimer, Suite 625
Houston, Texas 77042
Attention: Jamie Craddock, Senior VP Marketing

CUSTOMER NOTICES:

Attention: _____

BILLINGS:

Attention: _____

or to such other address as either party shall designate by formal written notice to the other.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Bobcat or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the Agreement or any of the rights or obligations hereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Bobcat's FERC Gas Tariff.

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FERC Docket: RP08-608-000

Original Sheet No. 159 Original Sheet No. 159

FORM OF SERVICE AGREEMENT
INTERRUPTIBLE STORAGE SERVICES AGREEMENT
(For Use Under Rate Schedule ISS)
(Continued)

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

Bobcat and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Interruptible Storage Service Agreement dated _____

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized as of the date first hereinabove written.

ARTICLE X WAREHOUSEMEN'S LIEN

CUSTOMER HEREBY ACKNOWLEDGES THAT BOBCAT SHALL BE ENTITLED TO, AND BOBCAT HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY BOBCAT FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY BOBCAT, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT BOBCAT SHALL BE ENTITLED TO, AND BOBCAT HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

1. THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY BOBCAT TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN BOBCAT'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

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(Continued)

2. THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.17 OF THE GENERAL TERMS AND CONDITIONS;
3. THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED;
4. THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND
5. THE SIGNATURE OF BOBCAT ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

BOBCAT GAS STORAGE

By _____

Title _____

Customer _____

By _____

Title _____

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FORM OF SERVICE AGREEMENT
 INTERRUPTIBLE STORAGE SERVICES AGREEMENT
 (For Use Under Rate Schedule ISS)
 (Continued)

EXHIBIT A

to the Agreement between Bobcat and _____ (Customer)

1. Maximum Contract Quantities (Dth):

Maximum Storage Quantity (MSQ) _____
 Maximum Daily Injection Quantity (MDIQ) _____
 Maximum Daily Withdrawal Quantity (MDWQ) _____

2. Point(s) of Receipt and Point(s) of Delivery (Dth):

| Pipeline | Maximum Daily Receipt Quantity (MDRQ) | Maximum Daily Delivery Quantity (MDDQ) |
|---|--|---|
| ANR Pipeline Company | _____ | _____ |
| Florida Gas Transmission Company | _____ | _____ |
| Gulf South Pipeline Company | _____ | _____ |
| Transcontinental Gas Pipe Line Corporation | _____ | _____ |
| Texas Eastern Transmission, LP | _____ | _____ |

3. Rates and Charges:

Customer agrees to pay Bobcat the following charges for the Interruptible service furnished by Bobcat to Customer hereunder:

Interruptible Daily Capacity Charge (\$/Dth/Month) _____
 Interruptible Injection Charge (\$/Dth) _____
 Interruptible Withdrawal Charge (\$/Dth) _____
 Interruptible Receipt Charge (\$/Dth) _____
 Interruptible Delivery Charge (\$/Dth) _____
 Inventory Transfer Charge (\$/Dth) _____
 Fuel reimbursement (\$/Dth) or (in kind) _____

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FORM OF SERVICE AGREEMENT
INTERRUPTIBLE STORAGE SERVICES AGREEMENT
(For Use Under Rate Schedule ISS)
(Continued)

EXHIBIT A (Continued)

4. Agreement Effective Date:
Start Date: _____
End Date: _____

5. Additional Provisions:

Customer:

Signature: _____
Name: _____
Title: _____
Date: _____

Bobcat Gas Storage:

Signature: _____
Name: _____
Title: _____
Date: _____

